

# EXHIBIT A

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Michael Shklovsky (SBN 255893)</b> <b>Anderson Zeigler, A Professional Corp.</b> 50 Old Courthouse Sq., 5th Fl. Santa Rosa, CA 95404 TELEPHONE NO.: (707) 545-4910 FAX NO. (Optional): (707) 544-0260 E-MAIL ADDRESS: mshklovsky@andersonzeigler.com ATTORNEY FOR (Name): David Pratt	<b>FOR COURT USE ONLY</b>  <b>ELECTRONICALLY FILED</b> <b>Superior Court of California</b> <b>County of Sonoma</b> <b>6/15/2022 2:49 PM</b> <b>By: Cyndi Nguyen, Deputy Clerk</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Sonoma</b> STREET ADDRESS: 600 Administration Drive MAILING ADDRESS: CITY AND ZIP CODE: Santa Rosa, CA 95403 BRANCH NAME:	
<b>CASE NAME:</b> David Pratt v. Robert C. Higgins, Sharon E. Higgins, 3G Green Garden Group, Inc., Emerald Harvest, Inc., et al.	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
	<b>CASE NUMBER:</b> SCV-271011 <b>JUDGE:</b> <b>DEPT.:</b>

Items 1–6 below must be completed (see instructions on page 2).

<b>1. Check one box below for the case type that best describes this case:</b> <b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	--

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 9, See Attachment 4
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 6/15/2022

Michael Shklovsky

(TYPE OR PRINT NAME)

DocuSigned by:

Michael Shklovsky

0D93FCDE56FC488

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2



## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability *(not asbestos or toxic/environmental)* (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice *(not medical or legal)*  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract *(not unlawful detainer or wrongful eviction)*  
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage *(not provisionally complex)* (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment *(non-domestic relations)*  
Sister State Judgment  
Administrative Agency Award *(not unpaid taxes)*  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint *(not specified above)* (42)  
Declaratory Relief Only  
Injunctive Relief Only *(non-harassment)*  
Mechanics Lien  
Other Commercial Complaint Case *(non-tort/non-complex)*  
Other Civil Complaint *(non-tort/non-complex)*

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition *(not specified above)* (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief from Late Claim  
Other Civil Petition

SHORT TITLE:

Pratt v Emerald Harvest

CASE NUMBER:

ATTACHMENT (Number): 4

(This Attachment may be used with any Judicial Council form.)

COA1. Breach of Fiduciary Duty  
COA2. Breach of Duty of Good Faith and Fair Dealing  
COA3. Receiving Improper Distributions  
COA4. Unjust Enrichment and Restitution  
COA5. Conversion  
COA6. Concealment  
COA7. Accounting  
COA8. Dissociation  
COA9. Appointment of Receiver

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page \_\_\_\_ of \_\_\_\_  
(Add pages as required)



ELECTRONICALLY FILED

Superior Court of California

County of Sonoma

6/15/2022 2:49 PM

By: Cyndi Nguyen, Deputy Clerk

Michael Shklovsky, Esq. (Bar No. 255893)  
 Rose M. Zoia, Esq. (Bar No. 134759)  
 Christopher M. Mazzia, Esq. (Bar No. 95513)  
 ANDERSON ZEIGLER  
 A Professional Corporation  
 50 Old Courthouse Square, 5<sup>th</sup> Floor  
 Santa Rosa, CA 95404  
 Telephone: 707/545-4910  
 Facsimile: 707/544-0260  
 Email: [mshklovsky@andersonzeigler.com](mailto:mshklovsky@andersonzeigler.com)  
[rzoia@andersonzeigler.com](mailto:rzoia@andersonzeigler.com)  
[cmazzia@andersonzeigler.com](mailto:cmazzia@andersonzeigler.com)

Attorneys for Plaintiff David Pratt

**SUPERIOR COURT, SONOMA COUNTY, CALIFORNIA**  
 SCV-271011

Case No.

DAVID PRATT, an individual,  
 derivatively on behalf of 3G GREEN  
 GARDEN GROUP, LLC D.B.A.  
 EMERALD HARVEST, a California  
 Limited Liability Company,

Plaintiff,

vs.

ROBERT C. HIGGINS, an individual;  
 SHARON E. HIGGINS, an individual;  
 3G GREEN GARDEN GROUP, INC.,  
 a Canadian Corporation; EMERALD  
 HARVEST, INC., a Canadian  
 Corporation; and DOES 1 through 50,  
 inclusive,

Defendants,

-and-

3G GREEN GARDEN GROUP, LLC  
 D.B.A. EMERALD HARVEST, a  
 California Limited Liability Company,

Nominal Defendant.

**VERIFIED DERIVATIVE  
 COMPLAINT FOR:**

- 1. Breach of Fiduciary Duty**
- 2. Breach of Duty of Good Faith and Fair Dealing**
- 3. Receiving Improper Distributions**
- 4. Unjust Enrichment and Restitution**
- 5. Conversion**
- 6. Concealment**
- 7. Accounting**
- 8. Dissociation**
- 9. Appointment of Receiver**

[UNLIMITED CIVIL]

**Jury Trial Demanded**

ANDERSON ZEIGLER  
 A PROFESSIONAL CORPORATION, ATTORNEYS AT LAW  
 P.O. BOX 1498, SANTA ROSA, CALIFORNIA 95402-1498  
 TEL (707) 545-4910 FAX (707) 544-0260

1 Plaintiff David Pratt hereby brings this action derivatively on behalf of the  
2 nominal defendant 3G Green Garden Group, LLC d.b.a. Emerald Harvest, and  
3 complains against the defendants and alleges as follows:

4  
5 **THE PARTIES**

6 1. Plaintiff David Pratt ("Mr. Pratt" or "Plaintiff") is now, and at all times  
7 relevant herein was, a resident of Sonoma County in the State of California.

8 2. Plaintiff is informed and believes, and thereon alleges, that defendant  
9 Robert C. Higgins ("Mr. Higgins") is now, and at all times relevant herein was, a  
10 resident of British Columbia, Canada.

11 3. Plaintiff is informed and believes, and thereon alleges, that defendant  
12 Sharon E. Higgins, a.k.a. Sharon E. Girard ("Mrs. Higgins") is now, and at all times  
13 relevant herein was, a resident of British Columbia, Canada. Mrs. Higgins is married  
14 to Mr. Higgins.

15 4. Plaintiff is informed and believes, and thereon alleges, that defendant  
16 Emerald Harvest, Inc. ("EHI") is now, and at all times relevant herein was, a  
17 corporation duly formed and incorporated under the laws of British Columbia, Canada.  
18 Plaintiff is informed and believes, and thereon alleges, that EHI is doing business in  
19 Sonoma County in the State of California.

20 5. Plaintiff is informed and believes, and thereon alleges, that defendant 3G  
21 Green Garden Group, Inc. ("3GI") is now, and at all times relevant herein was, a  
22 corporation duly formed and incorporated under the laws of British Columbia, Canada.  
23 Plaintiff is informed and believes, and thereon alleges, that 3GI is doing business in  
24 Sonoma County in the State of California.

25 6. Plaintiff is informed and believes, and thereon alleges, that nominal  
26 defendant 3G Green Garden Group, LLC d.b.a. Emerald Harvest ("3GL") is now, and  
27 at all times relevant herein was, a manager-managed limited liability company duly  
28 formed under the laws of the State of California and doing business in Sonoma County

in the State of California, with its principal place of business located at 1399 Corporate Center Parkway, Santa Rosa, CA 95407. Now, and at all times relevant herein, Mr. Higgins has been the manager of 3GL and held a 51% member interest in 3GL, and Mr. Pratt has held a 25% member interest in 3GL. Since approximately February 2015, Mrs. Higgins has held a 24% member interest in 3GL, which interest was unilaterally assigned by Mr. Higgins to Mrs. Higgins as discussed below.

7. Plaintiff does not know the true names and capacities, whether individual, corporate, partnership, joint venture, or otherwise, of the defendants sued herein as DOES 1 through 50, inclusive (“DOE Defendants”), and therefore sues said defendants by such fictitious names pursuant to the provisions of Code of Civil Procedure section 474. Plaintiff is informed and believes, and thereon alleges, that each of these DOE Defendants is responsible in some manner for the acts and damages alleged herein, including through an agency and/or conspiracy relationship, and Plaintiff will amend this Complaint to allege the true names and capacities of the DOE Defendants when ascertained, together with appropriate charging allegations.

AGENCY

8. Plaintiff is informed and believes, and thereon alleges, that in doing the tortious acts, breaches of contract, and other conduct alleged herein, each of the defendants was the agent, employee and/or in control of each other, directly or indirectly, and acted as agent for one another, and in doing the things alleged herein was acting within the scope of that agency and employment and with the permission and consent of their co-defendants. Plaintiff is informed and believes, and thereon alleges, that each of the defendants is responsible for the acts or omissions of any person or entity working for such defendant, either directly or indirectly, who may have been employed on such defendant's behalf.



**JURISDICTION AND VENUE**

9. This Court has jurisdiction over the subject matter of this case pursuant to California Code of Civil Procedure section 410.10. The amount in controversy exceeds \$25,000.

10. The Court also has jurisdiction over this derivative action pursuant to Corporations Code section 17709.02:

- a. All breaches of fiduciary duty, mismanagement and other acts of misfeasance alleged herein against Mr. Higgins and Mrs. Higgins have occurred and continue to occur while Plaintiff has been and remains a 25% member of record of 3GL; and
- b. As alleged with particularity below, Plaintiff has made a number of unsuccessful efforts to secure appropriate remedial measures from Mr. Higgins and Mrs. Higgins, as well as provided to them and other named defendants herein the draft of this Complaint in advance of its filing. This legal action was filed after Mr. Higgins and Mrs. Higgins did not act to protect the interests of 3GL's members.

11. This derivative action is properly venued in Sonoma County Superior Court under California Code of Civil Procedure section 395(a) because: (1) 3GL's principal place of business is in Sonoma County, California; (2) at least some of the contracts at issue herein were entered into and were to be performed in Sonoma County, California; (3) on information and belief, both EHI and 3GI are doing business in Sonoma County in the State of California; and (4) at least some of the tortious acts and other wrongs alleged herein have occurred in Sonoma County, California. Given the real and substantial connection which exists between Sonoma County, California, and the facts of this matter, no court other than the Sonoma County Superior Court is a more appropriate forum for the litigation of this action.

**BACKGROUND FACTS**

**A. Early Days of the Business**

12. On or about January 20, 2014, Mr. Higgins and Mrs. Higgins approached Mr. Pratt with a proposal that they start a new business that would develop, manufacture and sell advanced fertilizers for plants, with a focus on marketing the products of the business to hydroponic and specialty high value agricultural suppliers in the United States and abroad.

13. At the time, Mr. Pratt had significant expertise in the development and marketing of plant fertilizers, and he had extensive world-wide marketing experience and connections in the hydroponic agricultural industry.

14. Within days, Mr. Higgins, Mrs. Higgins and Mr. Pratt reached an agreement to form a business that would take the form of a California limited liability company on the following terms (“the Agreement”):

- a. The principal place of business would be located in Santa Rosa, California, with an administrative office to be eventually opened in British Columbia, Canada.
- b. Mr. Higgins would hold 51% of the membership interest in the business and serve as the manager and Chief Executive Officer, in charge of financial affairs and management of the business, performing much of his work from British Columbia, Canada.
- c. Mr. Pratt would hold 25% membership interest in the business and serve as the President to oversee the buildout of production facilities in Santa Rosa, California, spearhead the development of fertilizer formulas, and head the sales team once the product was ready for market.
- d. Mrs. Higgins would not have an ownership interest but would be in charge of accounting, records keeping, logistics and procurement of materials needed for the manufacture of plant fertilizers.

- e. The remaining 24% of ownership interest would be “reserved” and distributed over time, with the consent of Mr. Higgins and Mr. Pratt, to various team members of the business to incentivize and reward key personnel.
- f. Mr. Higgins and Mr. Pratt would provide the initial owner contributions needed to get the business off the ground, with said contributions to be repaid from the profits of the business.
- g. Net profits of the business would be distributed to its owners in accordance with and proportionate to their ownership interest.

15. To implement the terms of the Agreement, on or about January 27, 2014, Mr. Pratt formed 3GL by filing Articles of Organization with the California Secretary of State. Since its formation, 3GL operated without a signed Operating Agreement.

16. Mr. Pratt spent the next several months setting up 3GL’s business operations in Santa Rosa, California. His efforts included, but were not limited to:

- a. Recruiting and working with specialists to develop from scratch multiple formulas for plant fertilizers;
- b. Registering several domain names to be used for a business website;
- c. Securing a commercial lease at 1399 Corporate Center Parkway in Santa Rosa, with Mr. Pratt as the signatory thereunder;
- d. Opening a company bank account with the Wells Fargo Bank;
- e. Retaining trademark legal counsel to begin the process of applying for trademark registrations with the United States Patent and Trademark Office (“USPTO”) for proprietary product names;
- f. Working with governmental agencies to obtain land use permits including the initial Zoning Clearance and the Conditional Use Permit;
- g. Securing a California Reseller’s Permit;
- h. Obtaining liability insurance;



- i. Providing feedback on the work of a graphic designer, Christopher Bullock, who was hired to create original artwork for 3GL's product labels, packaging and promotions;
- j. Setting up internet, phone and utilities accounts for the 1399 Corporate Center Parkway location;
- k. Sourcing manufacturing materials and equipment; and
- l. Recruiting product development, manufacturing, warehousing, marketing and sales teams.

17. On or about March 11, 2014, 3GL applied for registration with the USPTO of its "EMERALD HARVEST" trademark. The first use date was declared as August 1, 2014. The EMERALD HARVEST mark was registered on May 26, 2015 (Reg. No. 4,744,844). Over the years, 3GL filed approximately 25 additional trademark applications. Six of those additional 3GL trademarks were ultimately registered by the USPTO.

18. Plaintiff is informed and believes, and thereon alleges, that in further implementation of the Agreement, on or about April 30, 2014, Mr. Higgins registered a partnership in British Columbia, Canada, by the name of 3G Green Garden Group ("3GP"). The registration reflected the names of three (3) individual partners: Mr. Higgins, Mrs. Higgins and Mr. Pratt.

19. In June 2014, Mr. Pratt and Mr. Higgins travelled to Toronto, Canada, to attend a meeting with a powerful group of industry leaders with significant investments in the hydroponics industry to explore consulting and wholesale opportunities in Canada and elsewhere.

20. By mid-July 2014, 3GL was producing sufficient volumes of fertilizer test batches, enabling the business to begin field trials on large-scale hydroponic farms in Northern California, the owners of which who volunteered to participate because of their familiarity with Mr. Pratt. 3GL fertilizer product performed exceptionally well out of the gate.

1           21. By early November 2014, product labels depicting Mr. Bullock's artwork  
2 were ready and 3GL started registering its products in different states across the United  
3 States. The labels displayed the name of the manufacturer as "Emerald Harvest, a  
4 division of 3G Green Garden Group LLC."

5           22. Plaintiff is informed and believes, and thereon alleges, that on or about  
6 December 15, 2014, Mr. Higgins registered EHI (defendant Emerald Harvest, Inc.) as a  
7 Canadian corporation with offices in British Columbia, Canada. The registration listed  
8 Mr. Higgins as the sole officer and director of EHI. At the time, Mr. Higgins did not  
9 inform Mr. Pratt of this business registration, or consult with him as a member of 3GL  
10 prior to registering EHI.

11           23. Plaintiff is informed and believes, and thereon alleges, that the creation  
12 by Mr. Higgins of a Canadian corporation with the same name as 3GL's brand name,  
13 trademark and soon-to-be registered DBA was intentionally done for the purpose of  
14 confusing and misleading the marketplace, Mr. Pratt and other individuals and business  
15 entities involved or doing business with 3GL. For example, Mr. Higgins would  
16 routinely utilize in his business emails a signature block that showed him as the CEO  
17 of "Emerald Harvest," without indicating whether he was referring to 3GL or EHI.

18           24. As of the end of 2014, Mr. Pratt had advanced approximately \$235,000 in  
19 start-up capital for 3GL, without any reimbursements or payment for his work.

20           25. Plaintiff is informed and believes, and thereon alleges, that in or before  
21 February 2015, Mr. Higgins unilaterally granted the reserved 24% membership interest  
22 in 3GL to his wife, Mrs. Higgins. This action was done without proper notice or a vote  
23 by the members of 3GL. Mr. Pratt learned about this transfer after the fact, through  
24 one of Mrs. Higgins' email communications.

25           26. On or about February 18, 2015, 3GL filed a fictitious business name  
26 statement with the Sonoma County Clerk for "Emerald Harvest."

27           27. On or about February 20, 2015, 3GL filed a Statement of Information  
28 with the California Secretary of State that listed Mr. Higgins as the Chief Executive

1 Officer, Mrs. Higgins as a Member, and Mr. Pratt as a Member, Agent for Service of  
2 Process and the President of 3GL.

3 28. On or about April 20, 2015, 3GL launched the Emerald Harvest brand  
4 and its family of fertilizer products at the High Times Cup in Denver, Colorado, as well  
5 as through its website.

6 29. In or about June 2015, at the insistence of Mr. Higgins, 3GL switched the  
7 domain name for its website from “3ggreengardengroup.com” to “emeraldharvest.co,”  
8 with the new domain hosted in Canada.

9 30. Plaintiff is informed and believes, and thereon alleges that there was no  
10 compelling business need to host 3GL’s website in Canada, but it was done because  
11 Mr. Higgins wanted himself and/or EHI to have complete control over the domain  
12 name and management of the website.

13  
14 **B. Mr. Higgins Diverts 3GL’s Resources In Advanced Nutrients Litigation**

15 31. Plaintiff is informed and believes, and thereon alleges, that in or about  
16 March of 2015, Mr. Higgins’ attention was diverted by a series of lawsuits filed in  
17 California, Canada and Bulgaria by his former employer, Advanced Nutrients Ltd., a  
18 Canadian corporation, and Advanced Nutrients US LLC, a Washington limited liability  
19 company (collectively, “Advanced Nutrients”), stemming from alleged improprieties in  
20 the manner in which Mr. Higgins left Advanced Nutrients Ltd. (“AN Litigation”).

21 32. Plaintiff is informed and believes, and thereon alleges, that Mr. Higgins  
22 was a co-founder, shareholder and President of Advanced Nutrients Ltd. before his  
23 departure from the company. As Plaintiff later discovered, at the time when Mr.  
24 Higgins proposed to Mr. Pratt to partner on a new nutrients business, Mr. Higgins did  
25 not properly disclose to Mr. Pratt the legal risks associated with the circumstances of  
26 his then recent departure from Advanced Nutrients.



1           33. Prior to 2014, Mr. Pratt worked for several years as a sales representative  
2 for Advanced Nutrients US LLC. Several other 3GL employees also worked at  
3 Advanced Nutrients prior to joining 3GL.

4           34. While Mr. Higgins was the principal target of the AN Litigation, the  
5 California action (Sonoma County Superior Court, Case No. SCV-256825 (“the CA  
6 Action”), dismissed without prejudice on or about January 8, 2016) also named 3GL,  
7 Mr. Pratt, Mrs. Higgins and Dimitar Dimitrov as additional defendants.

8           35. Plaintiff is informed and believes, and thereon alleges, that most, if not  
9 all the litigation expenses and expert witness costs incurred in connection with the AN  
10 Litigation were paid from 3GL’s revenues, without any reimbursement to 3GL by Mr.  
11 Higgins and Mrs. Higgins. On information and belief, this includes not only the CA  
12 Action, but also the litigation expenses incurred in lawsuits in Canada and Bulgaria  
13 that named Mr. Higgins individually but did not name 3GL, Mr. Pratt or Mr. Dimitrov  
14 as defendants.

15           36. In addition to consuming financial resources, the AN Litigation was a  
16 significant burden on Mr. Pratt and others at 3GL. Mr. Higgins insisted that Mr. Pratt  
17 and others assist him in defense efforts against Advanced Nutrients, including defense  
18 of claims directed at Mr. Higgins and Mrs. Higgins individually. At the time, Mr. Pratt  
19 believed that Mr. Higgins wanted the best for 3GL and spent long hours working  
20 closely with 3GL’s attorneys and consultants in an effort to beat back the AN  
21 Litigation.

22           37. For the rest of 2015, in a desperate push to get ahead of litigation  
23 expenses, Mr. Pratt continued to work tirelessly on product development, marketing  
24 and sales efforts. He created, managed and improved the Santa Rosa facility, attended  
25 numerous trade shows out of town, worked hard to secure agreements with  
26 distributors, and visited dozens of retail stores around the country with other 3GL sales  
27 representatives in an effort to increase sales and visibility of 3GL products.  
28

1           38. In all of 2015, Mr. Pratt was not paid for his work for 3GL and did not  
2 get any reimbursements for the approximately \$48,000 in expenses he advanced for the  
3 benefit of 3GL that year.

4  
5 **C. EHI Wrongfully Assumes Control Over 3GL's Artwork**

6           39. The first few months of 2016 brought promise of brighter times ahead for  
7 3GL. On or about January 8, 2016, Advanced Nutrients dismissed the CA Action  
8 without prejudice. January 24, 2016 marked the day when Emerald Harvest won one  
9 of its first "Best Nutrient Award" from Dope Magazine. In February 2016, Mr. Pratt  
10 helped secure multiple major accounts during road shows and trade shows in Florida,  
11 Seattle and Washington.

12           40. However, in early March 2016, Mr. Higgins started preparing for a legal  
13 action against Chris Bullock, the artist who created the remarkably elaborate original  
14 artwork for labels and packaging used in connection with 3GL's fertilizer products.

15           41. On or about April 20, 2016 EHI filed suit against Mr. Bullock in British  
16 Columbia, Canada ("Bullock Lawsuit"), alleging that Mr. Bullock failed to fully  
17 transfer the rights and control over the artwork to EHI. Mr. Pratt was largely kept in  
18 the dark about the Bullock Lawsuit. Plaintiff is informed and believes, and thereon  
19 alleges, that EHI's complaint against Mr. Bullock was premised on the allegation that  
20 EHI hired Mr. Bullock in February 2014 to assist in the creation of design logos, labels  
21 and other advertising and promotional materials ("the Artwork"). This allegation was  
22 demonstrably false given that EHI was not formed until December 15, 2014.

23           42. Plaintiff is informed and believes, and thereon alleges, that Mr. Bullock  
24 filed a counter-suit, alleging that Mr. Higgins reneged on his promise of an ownership  
25 share in 3GL, which Mr. Bullock knew as Emerald Harvest, in consideration for the  
26 Artwork.

27           43. Plaintiff is informed and believes, and thereon alleges, that the  
28 prosecution of the Bullock Lawsuit and the defense against Mr. Bullock's counter-



1 claims was financed entirely by 3GL, both directly and through reimbursements by  
2 3GL to EHI and Mr. Higgins.

3 44. Mr. Bullock's counter-claims highlighted an emerging pattern by Mr.  
4 Higgins of making promises of ownership shares in the business in an effort to attract  
5 key personnel and then reneging on these promises once the personnel had  
6 accomplished some or most of the key tasks they were hired to undertake.

7 45. For example, on May 17, 2016, Dan Mair, the head of communications at  
8 3GL, commented in response to hearing about Mr. Bullock's counter-claims:

9 I am not sure about Chris's claim to a 5% profit share, but it  
10 would accord with the 5% profit share that you stated you  
11 intended to offer various people, including myself, during the  
12 founding days of the company. Specifically, you initially offered  
13 a profit share starting at 2% and ending in 5% after five years  
with the company; later, it changed to the conditions detailed  
below [referring to vaguely phrased letters of intent and a  
proposed bonus structure].

14 46. Mr. Higgins kept most of the pertinent details about the Bullock Lawsuit  
15 hidden from Mr. Pratt and 3GL, aided by the fact that this action was litigated in  
16 Canada. Mr. Pratt and 3GL trusted Mr. Higgins to handle the Bullock Lawsuit with the  
17 best interests of 3GL and its members in mind, as 3GL invested heavily in promoting  
18 the Emerald Harvest brand and the growing association of the Artwork with 3GL's  
19 products in the marketplace.

20 47. Plaintiff is informed and believes, and thereon alleges, that the Bullock  
21 Lawsuit was ultimately settled in or about October 2017, with the ownership rights to  
22 the Artwork transferred to EHI, including the following:

- 23 a. EMERALD HARVEST Logo Design artwork;
- 24 b. EMERALD & VINE Design artwork;
- 25 c. GROW Design artwork;
- 26 d. MICRO Design artwork;
- 27 e. BLOOM Design artwork;
- 28 f. CALI PRO GROW A Design artwork;
- g. CALI PRO GROW B Design artwork;
- h. CALI PRO BLOOM A Design artwork;
- i. CALI PRO BLOOM B Design artwork;
- j. CALI PRO Design artwork;



- k. EMERALD GODDESS Design artwork;
- l. HONEY CHROME Design artwork;
- m. KING KOLA Design artwork;
- n. ROOT WIZARD Design artwork; and
- o. MARK'S MIX Design artwork.

48. Plaintiff is informed and believes, and thereon alleges, that shortly prior to settlement of the Bullock Lawsuit, Mr. Higgins executed an assignment that purported to transfer his alleged individual ownership rights in the Artwork to EHI.

49. Based on the fact that 3GL owned the trademark rights to marks used in connection with the Artwork, 3GL was the original owner of all intellectual property rights in the Artwork, and 3GL never assigned those trademark and other intellectual property rights to Mr. Higgins or EHI, Mr. Higgins' purported assignment of rights and settlement of the Bullock Lawsuit violated 3GL's intellectual property rights and benefitted EHI and Mr. Higgins as EHI's sole shareholder to the detriment of 3GL and its members.

**D. Emerging Pattern of Abuse by Mr. Higgins Directed at Key Employees**

50. In mid-2016, the illusion that Mr. Higgins was acting in the best interests of 3GL developed further cracks as Mr. Higgins began to attack and abuse Mr. Mair, who has been with 3GL since its inception, played a key role in successfully defending against the AN Litigation, and challenged Mr. Higgins in May 2016 with respect to broken promises of an ownership interest in 3GL as alleged above.

51. Almost immediately upon his receipt of Mr. Mair's May 17, 2016 email, Mr. Higgins started to complain about Mr. Mair's work availability. Mr. Higgins repeatedly berated Mr. Mair, who resides in Prague, Czech Republic, for failing to answer Mr. Higgins' phone calls and demanded that Mr. Mair "choose to better adapt to the hours I am available ... which is typically 18 hours a day 7 days a week." When Mr. Mair explained that he has young children which restricts his availability, Mr. Higgins demanded that Mr. Mair be more like another 3GL employee, Hollee Wark,

1 who also has two children, “yet its [sic] never a problem to get Hollee on a call 24/7.”  
2 “Honestly, Robert, I cannot believe how much you disrespect me,” replied Mr. Mair.

3 52. With this background, Mr. Pratt continued to exert maximum effort to  
4 develop the business and market 3GL’s products. On or about June 1, 2016, Mr. Pratt  
5 completed a project with Stainless Assets to custom design and build the new and  
6 much-improved twin mixing tanks, allowing the 3GL factory to produce six times  
7 more fertilizer than before. On or about August 13, 2016, Mr. Pratt led the 3GL team  
8 to the Lift Trade Show in Vancouver, British Columbia, resulting in a successful launch  
9 of the Emerald Harvest brand in Canada. In September 2016, Mr. Pratt secured  
10 advertising on a Discovery Channel TV show at Phat Panda in Washington State. In  
11 October and December 2016, Mr. Pratt secured large accounts through various events  
12 and marketing trips in the United States and Puerto Rico.

13 53. On or about November 19, 2016, having gone for 34 months without any  
14 pay or reimbursements for his owner contributions to 3GL, Mr. Pratt inquired with Mr.  
15 Higgins as to when the members of 3GL can start receiving pay from the company.  
16 Mr. Higgins responded by putting forth a revenue target that was never honored.

17 54. Plaintiff is informed and believes, and thereon alleges, that Mr. Pratt’s  
18 appropriate inquiry about compensation appears to have triggered Mr. Higgins into a  
19 retaliatory and abusive state of mind with behavior directed towards Mr. Pratt.

20 55. On or about January 4, 2017, Mr. Higgins chided and berated Mr. Pratt in  
21 an email that falsely accused him of “mismanagement of corporate funds” and  
22 violations of 3GL’s “accounting processes.” Mr. Higgins effectively blamed 3GL’s  
23 financial challenges on Mr. Pratt and the sales team, threatening to cut off Mr. Pratt’s  
24 ability to use 3GL’s funds to do business and “gravely impact the partnership.”

25 56. These baseless accusations and the ensuing vitriolic conversations with  
26 Mr. Higgins were profoundly unsettling and destabilizing to Mr. Pratt.

27 57. On or about February 17, 2017, Mr. Pratt received the first check from  
28 3GL in the amount of \$2,500 toward repaying his owner contributions to 3GL, which



1 at that time added up to approximately \$675,000. He still, however, received no pay or  
2 profit distributions for his round-the-clock work for 3GL.

3  
4 **E. Self-Dealing by Mr. Higgins in 2017 and 2018**

5 58. Plaintiff is informed and believes, and thereon alleges, that on or about  
6 January 1, 2017, Mr. Higgins formed defendant 3GI (3G Green Garden Group, Inc.), a  
7 Canadian corporation located in British Columbia. On the same day, Big Bear Salmon  
8 Charters Ltd., another Canadian business entity owned by Mr. Higgins, was merged  
9 with 3GI. Mr. Higgins listed himself as the sole Director of 3GI. Mr. Higgins did not  
10 inform or consult with Mr. Pratt about the formation of 3GI, the merger of Big Bear  
11 Salmon Charters Ltd., or the purposes behind this business, which mirrored the name  
12 of 3GL.

13 59. In August 2017, Mr. Higgins engaged his brother-in-law, Phil  
14 LaRochelle, and his company HydroBleum, Inc., to be the exclusive distributor of  
15 3GL's products in Quebec, Canada. This action was done without proper notice or a  
16 vote by the members of 3GL. Plaintiff is informed and believes, and thereon alleges,  
17 that Mr. LaRochelle was not knowledgeable in the science and marketing of plant  
18 fertilizers.

19 60. On or about September 22, 2017, 3GL sent a large order (\$139,439) of  
20 fertilizer to Mr. LaRochelle in Canada. Plaintiff is informed and believes, and thereon  
21 alleges, that over time, this order proved to be a total loss for 3GL as none of the  
22 merchandise was paid for, sold or returned to 3GL by Mr. LaRochelle and  
23 HydroBleum, Inc. Plaintiff is informed and believes, and thereon alleges, that Mr.  
24 LaRochelle sold 3GL's merchandise for cash and pocketed the proceeds together with  
25 Mr. Higgins.

26 61. Another egregious example of Mr. Higgins' mis-use of 3GL's resources  
27 for his personal benefit involves his pursuit of Stephen Dattels. Plaintiff is informed  
28 and believes, and thereon alleges, that Mr. Dattels is a wealthy mining executive and



1 resource financier, whose name Mr. Higgins first mentioned to Mr. Pratt in March  
2 2017, as someone who is “[l]ooking to get heavily involved in the industry.”

3 62. Plaintiff is informed and believes, and thereon alleges, that Mr. Higgins  
4 believed at the time that by ingratiating himself with Mr. Dattels and lavishing him  
5 with free assistance and attention, Mr. Dattels would help Mr. Higgins take the  
6 Emerald Harvest brand public and make Mr. Higgins and Mrs. Higgins potentially  
7 hundreds of millions of dollars, or in Mr. Higgins’ own words, “fabulously wealthy.”  
8 Instead of recognizing that Emerald Harvest brand was not ready to go public and  
9 focusing on developing the 3GL business and production operations, Mr. Higgins  
10 ignored 3GL’s business needs to chase after personal riches.

11 63. For example, in his pursuit of Mr. Dattels, Mr. Higgins required that in  
12 November 2017, Mr. Pratt and two consultants paid by 3GL travel to Uruguay to  
13 advise on an investment contemplated by Mr. Dattels. This trip was followed by the  
14 entire 3GL team working for weeks to build out an investor deck and presentation for  
15 Mr. Dattels’ investments in Uruguay and elsewhere. Plaintiff is informed and believes,  
16 and thereon alleges, that 3GL received no remuneration or other tangible benefit for  
17 this work.

18 64. Mr. Higgins’ pursuit of Mr. Dattels continued with a December 2017 trip  
19 to Israel by Mr. Pratt, Noah Hirsch and another member of 3GL’s consulting team.  
20 This trip took place the week before Christmas and on two days’ notice by Mr. Higgins  
21 who demanded that Mr. Dattels be lavished with constant attention and maximum  
22 effort. This trip to Israel required a significant amount of capital expenditures and  
23 personnel work that 3GL could ill-afford. Plaintiff is informed and believes, and  
24 thereon alleges, that 3GL received no remuneration or other tangible benefit for this  
25 work.

26 65. In April 2018, Mr. Higgins again made demands that 3GL serve Mr.  
27 Dattels free of charge and required Mr. Pratt and Mr. Hirsch to travel to Malta on two  
28 days’ notice to assess potential investments for Mr. Dattels. This trip was micro-

1 managed by Mr. Higgins, who was abusive and demanding at all hours of the day. In  
2 one example, Mr. Higgins berated Mr. Pratt and Mr. Hirsch for going “out to dinner”  
3 instead of focusing on work 24 hours a day as Mr. Higgins claims he and Mr. Dattels  
4 do. Plaintiff is informed and believes, and thereon alleges, that 3GL received no  
5 remuneration or other tangible benefit for this work.

6 66. Plaintiff is informed and believes, and thereon alleges, that year 2018  
7 started with a major downward trend and market correction, with the hydroponic  
8 industry contracting 43% and, despite 3GL’s growth as a young company, this period  
9 was very difficult and taxing on 3GL and its staff.

10 67. In the midst of this downturn and through the middle of 2018, Mr.  
11 Higgins continued dedicating vast amounts of 3GL management team’s time and  
12 financial resources working on various projects for Mr. Dattels, at least in some of  
13 which Mr. Higgins had a beneficial interest. For example, in January 2018, 3GL built  
14 out a presentation for a venture called NettaGro in Uruguay involving Mr. Higgins and  
15 Mr. Dattels. In June 2018, Mr. Higgins demanded that 3GL build out a marketing  
16 presentation for another of Mr. Dattels’ investments, Georgian Bay Biomed. Plaintiff  
17 is informed and believes, and thereon alleges, that 3GL received no remuneration or  
18 other tangible benefit for any of this work.

19 68. Plaintiff is informed and believes, and thereon alleges, that Mr. Higgins  
20 has derived personal benefit and enrichment from Mr. Dattels, his affiliated entities  
21 and/or associates in consideration of free-of-charge consulting work provided by 3GL.  
22

23 **F. Mr. Higgins Lashes Out Against Mr. Pratt and Other Team Members**

24 69. Mr. Higgins’ pursuit of Mr. Dattels caused significant damage to 3GL’s  
25 business and made it much more difficult to prepare for and weather the major  
26 downturn in the hydroponics industry. It also made it more difficult for 3GL to pay  
27 vendors and repay the debts that were incurred in connection with the AN Litigation.  
28



1 Mr. Higgins' self-evident failure to take care of 3GL's needs caused discord between  
2 Mr. Higgins and most of 3GL's management team.

3 70. In November 2017, Mr. Higgins belittled and berated Mr. Mair, Head of  
4 Communications for 3GL, for failing to work the weekend on an investment deck for  
5 Mr. Dattels' project, declaring in an email that "I-am [sic] a fighter and will get it  
6 done," adding that "[t]his opportunity is worth more than EH ever will be... [.]"

7 71. On or about April 28, 2018, Philip Gonzales joined 3GL as a full-time  
8 Vice President of Marketing. Mr. Gonzales was highly qualified for this position and  
9 his joining the team was exciting news at 3GL.

10 72. On or about May 5, 2018, Mr. Higgins emailed Mr. Pratt to accuse him of  
11 making excuses for the financial challenges of 3GL, "lack of proper commitment and  
12 selling motivation," "[I]ack of showing up," and offering over 40 motivational quotes.

13 73. On or about May 25, 2018, Mr. Higgins continued badgering Mr. Mair,  
14 this time with a small novel of an email, justifying his abusive behavior towards Mr.  
15 Mair and Mr. Pratt, and bemoaning his "massive responsibility for the funding and  
16 profitability of this company." Plaintiff is informed and believes, and thereon alleges,  
17 that after Mr. Gonzales decided to terminate an underperforming employee who  
18 happened to be a favorite of Mr. Higgins, Mr. Gonzales was retaliated against by Mr.  
19 Higgins and forced to quit after just one month on the job. Upon Mr. Gonzales'  
20 departure from 3GL's employment, Mr. Mair became an independent contractor for  
21 3GL working part-time.

22 74. In or about June 2018, seeing the contraction in the hydroponics market  
23 and waning hopes for an IPO, Mr. Higgins started to insist that 3GL present unrealistic  
24 figures and projections in its pitches to prospective investors. Mr. Higgins would not  
25 listen to the feedback of 3GL's management team and kept insisting on using numbers  
26 that professionals did not feel comfortable with. Unwilling to compromise his ethics  
27 and integrity, 3GL's Chief Financial Officer Richard Wong left the company. Plaintiff  
28 is informed and believes, and thereon alleges, that 3GL owed Mr. Wong approximately



1 \$170,000 for his work and advances to the business, which never was paid to Mr.  
2 Wong.

3 75. On or about June 9, 2018, Mr. Higgins emailed another 5-page missive to  
4 Mr. Pratt, this time pretending Mr. Pratt was nothing more than a Sales Manager at  
5 3GL and berating him for “lack lustre [sic] focus of the sales team and lack of  
6 accountability.” In the same communication, Mr. Higgins falsely asserted that he alone  
7 designed the Emerald Harvest brand and that his “single biggest challenge at the  
8 company” was dealing with Mr. Pratt’s underperformance and “negligence.”

9 76. The reality was that by mid-2018, Mr. Higgins had depleted 3GL’s  
10 resources by chasing after Mr. Dattels, the hydroponics market was in a free-fall  
11 resulting in dramatically reduced demand for plant fertilizers, and the shrinking sales  
12 would not back up the manufactured financials and overblown projections that Mr.  
13 Higgins was peddling in an effort to sell the business or take it public.

14 77. Mr. Higgins’ abuse and scapegoating of Mr. Pratt dramatically escalated  
15 in July 2018. On or about July 9, 2018, Mr. Pratt laid to rest the ashes of his mother  
16 and father in a family ceremony on Long Island Sound in Connecticut. The fact that  
17 Mr. Pratt was attending services and grieving with family did not deter Mr. Higgins  
18 from demanding that Mr. Pratt drop what he was doing and work on a sales  
19 opportunity. Mr. Pratt obliged Mr. Higgins and received rare praise in return.

20 78. On or about July 12, 2018, Mr. Pratt realized that he needed to protect his  
21 mental health and took a sabbatical to properly grieve the loss of his parents and get  
22 away from being routinely undermined and abused by Mr. Higgins.

23 79. Mr. Pratt returned to work at 3GL in October 2018.

24 80. Unfortunately, Mr. Higgins’ abuse of Mr. Pratt escalated again in early  
25 2019. In 2018, Mr. Higgins authorized an advertisement of Emerald Harvest brand in  
26 Soft Secrets, a magazine and website focused on the Spanish-speaking hydroponics  
27 industry, with generous product credits offered in the promotion. This marketing  
28 campaign also involved printed ads in partnership with 3GL’s Spanish distributor,

1 Hortitec. However, when the cost of this promotion became clear, Mr. Higgins blamed  
2 Mr. Pratt for this marketing decision and pummeled him with abusive and demeaning  
3 emails. Mrs. Higgins also piled on and berated Mr. Pratt for the business decision  
4 made by her husband.

5 81. In the ensuing back-and-forth, Mr. Higgins repeatedly authorized Mr.  
6 Pratt to audio record their phone calls, and banned Mr. Pratt from any contact with  
7 Hortitec. Mr. Higgins also offered to buy out Mr. Pratt's ownership share in 3GL for  
8 \$1,000,000, plus repayment of all owner contributions made by Mr. Pratt to-date.

9 82. On or about January 31, 2019, convinced that he was being pushed out  
10 of 3GL and blamed for most of its challenges, Mr. Pratt offered to accept the buyout  
11 provided that Mr. Higgins provide him with appropriate accounting that supported the  
12 valuation of his ownership interest and owner contributions. Said accounting was not  
13 provided, and Mr. Higgins continued to keep Mr. Pratt in the dark about most of the  
14 financial transactions of the business.

15 83. Without a resolution on the buyout, Mr. Pratt continued developing  
16 3GL's business and doing his best to please the volatile Mr. Higgins. Unfortunately,  
17 just about every effort backfired and attracted Mr. Higgins' wrath.

18 84. Plaintiff is informed and believes, and thereon alleges, that Mr. Higgins'  
19 email communications that deliberately and intentionally misconstrued facts were  
20 aimed at laying the groundwork for future legal action against Mr. Pratt.

21 85. By mid-2019, with 3GL's sales steadily on the rise, 3GL leased 3,300  
22 square feet of warehouse space near its main facility in Santa Rosa.

23 86. Despite Mr. Pratt's continuing and successful efforts at 3GL throughout  
24 2019, Plaintiff is informed and believes, and thereon alleges, that Mr. Higgins was set  
25 on emotionally destabilizing Mr. Pratt and pushing him out of 3GL and the Emerald  
26 Harvest business.

27 87. On or about June 13, 2019, Mr. Higgins issued a directive that he be  
28 copied "on all correspondence related to 3G Green Garden Group dba Emerald



1 Harvest,” including “all internal and external correspondence with any staff,  
2 contractors, clients, potential clients, distributors, suppliers, potential suppliers,  
3 attorney’s, or anyone for any reason on company matters.”

4 88. In or about September 2019, over four (4) years after he began working  
5 for 3GL, Mr. Pratt was finally added to 3GL’s payroll, earning an annual salary of  
6 \$120,000, which was then reflected in a W-2 form issued by 3GL to Mr. Pratt. As of  
7 that time, despite being a 25% member of 3GL, Mr. Pratt had no knowledge or  
8 information on whether Mr. Higgins and Mrs. Higgins drew a salary or profit  
9 distributions from 3GL.

10 89. Mr. Pratt received no profit distributions from 3GL in 2019, or any other  
11 year.

12 90. Year 2019 ended with another confrontation, this time related to Mr. Pratt  
13 expressing concerns about Mr. Higgins’ and Mrs. Higgins’ decision to forego and/or  
14 reduce Christmas bonuses to 3GL’s staff.

15 91. On or about December 19, 2019, Mr. Pratt emailed Mr. Higgins and Mrs.  
16 Higgins to share his observations of staff going above and beyond in their work for  
17 3GL and advocate for modest bonuses to them. Mr. Pratt even offered “to pay out of  
18 my own pocket and it can go against my owner contributions if you don’t agree.”

19 92. Mr. Higgins flatly refused this request, misrepresenting that “[e]ach  
20 person on the team gets paid well and their wage is in alignment with or above labor  
21 standards,” adding that the proposed bonuses were “not an easy amount to pay out at  
22 the moment,” and concluding that “[y]ou are not authorized to operate outside the  
23 companies [sic] financial means.”

24  
25 **G. Suspicions Grow Over Self-Dealing and Mis-Management by the Higgins**

26 93. With 3GL sales on the rise, on or about January 3, 2020, 3GL executed a  
27 lease on a 25,000 square foot distribution facility at 975 Corporate Center Parkway in  
28 Santa Rosa, California.



1           94. In negotiating this new lease, Mr. Higgins absolutely refused to share any  
2 financials with the landlord. This resulted in worse lease terms than otherwise offered  
3 and caused and continues to cause damage to 3GL.

4           95. Mr. Higgins' unexplained refusal to share financials was a red flag to Mr.  
5 Pratt, who was not involved in bookkeeping and financial management of 3GL since  
6 the inception of the business, trusting that Mr. Higgins and Mrs. Higgins would abide  
7 by their duties to 3GL and its members to appropriately manage company's funds and  
8 keep accurate and complete accounting and records.

9           96. On or about February 2, 2020, Mr. Pratt discovered two checks for  
10 \$425,000 and \$350,000 that were written on or about January 27, 2020, from 3GL's  
11 account to EHI. Mr. Pratt immediately contacted Mr. Higgins and Mrs. Higgins to  
12 inquire about the business reasons behind these transfers. Mr. Higgins responded that  
13 "[f]unds are allocated for accounting needs.. of which you do not deal with," adding  
14 that "banking information ... should not be accessed," and "banking access limitations  
15 will be put in place shortly."

16           97. Following the advent of COVID in March 2020, Emerald Harvest  
17 released custom-bottled hand sanitizer as a free marketing gift. After initial positive  
18 feedback, and against the advice of 3GL's employees, Mr. Higgins exhibited his  
19 profligate spending habits by purchasing hundreds of gallons of sanitizer at inflated  
20 prices, with 150,000 bottles of surplus sanitizer still sitting in 3GL's warehouse.

21           98. On or about April 7, 2020, Mrs. Higgins informed one of 3GL's largest  
22 distributors, Hawthorne USA, that all future payments for 3GL's fertilizer products  
23 purchased in Canada must now be wire-transferred to EHI's bank account at the Royal  
24 Bank of Canada. When Mr. Pratt inquired about payment procedures for other  
25 international distributors of 3GL's products, Mrs. Higgins responded that "[t]he  
26 international distributors are billed through Emerald Harvest Canada not Emerald  
27 Harvest US." She instructed Mr. Pratt to provide new wiring instructions to all  
28

1 international distributors and have them pay for 3GL's products by wiring funds to  
2 EHI's Royal Bank of Canada account, to which Mr. Pratt had no access.

3 99. Mr. Pratt did not understand the business reasons behind this directive.  
4 All fertilizer products sold in the United States and internationally were manufactured  
5 by 3GL in its Santa Rosa facility and shipped from there. 3GL purchased most of the  
6 component materials for the fertilizer products in the United States. 3GL also paid for  
7 all the bottles and labels used in packaging of 3GL's products. The Canadian side of  
8 Emerald Harvest business was limited to a small administrative office in British  
9 Columbia where Mr. Higgins, Mrs. Higgins and several support staff worked.

10 100. Unfortunately, spring of 2020 brought about the onset of the COVID  
11 pandemic. All trade shows and overseas trips were cancelled. Training, marketing and  
12 sales were limited to video conferencing, emails and phone calls. Unable to go into the  
13 field, Mr. Pratt focused his efforts on testing new product lines, managing frequent  
14 shipping issues, and keeping up product sales and relations with foreign distributors,  
15 commercial clients and prospects, as well as motivating and guiding the 3GL sales  
16 team members, in an effort to keep 3GL afloat in a new and unpredictable business  
17 environment.

18 101. Throughout this challenging time, Mr. Pratt trusted that Mr. Higgins and  
19 Mrs. Higgins continued to have the best interests of 3GL and its members in mind.  
20 Unbeknown to Mr. Pratt at the time, Plaintiff is now informed, and thereon alleges, that  
21 in the spring of 2020 Mr. Higgins and Mrs. Higgins were instead focused on  
22 misappropriating 3GL's intellectual property and syphoning millions of dollars out of  
23 3GL to finance the construction of their newly constructed, ostentatious, approximately  
24 \$15,000,000 mansion in British Columbia, Canada.

25 102. On or about April 29, 2020, Mr. Higgins applied for registration of the  
26 TRUCROP trademark, with the payment for this service charged to 3GL's debit card.  
27 While Mr. Pratt was informed and believed that the TRUCROP mark would be  
28 registered for the benefit of 3GL, he learned after being copied on an email from the



1 trademark attorney that this application was made in the name of TruCrop Plant  
2 Nutrients, Inc., a Canadian corporation in Chilliwack, British Columbia. As Mr. Pratt  
3 discovered later, Mr. Higgins incorporated TruCrop Plant Nutrients, Inc., in Canada in  
4 November 19, 2019, listing himself as its sole Director.

5 103. By early October 2020, 3GL completed the testing and labels for another  
6 new product, HYDRA CLEAR, a powerful biotic multi-enzyme solution designed to  
7 remove buildup in feeding lines in hydroponic systems. While Mr. Pratt expected this  
8 product to be registered in the name of 3GL, he later discovered that no application for  
9 the HYDRA CLEAR mark was ever submitted to the USPTO. Plaintiff is informed  
10 and believes, and thereon alleges, that Mr. Higgins intentionally failed to register this  
11 mark in the United States to make it easier for him to claim that the intellectual  
12 property rights to this product belonged to EHI, 3GI and/or to Mr. Higgins  
13 individually.

14 104. In or about late 2020, 3GL worked to develop the EMERALD EDGE  
15 brand of commercial hydroponic nutrient products. The trademark application for  
16 EMERALD EDGE was submitted in the name of 3GL in 2017. On or about January  
17 12, 2021, 3GL's Controller, Francesca Shannahan, requested Mr. Pratt to register a new  
18 DBA for EMERALD EDGE in Sonoma County, California, under the 3GL's business  
19 name. Mr. Pratt began the registration process, however, on or about June 7, 2021,  
20 Mrs. Higgins refused to approve the publication of the Fictitious Business Name  
21 Statement which would finalize the DBA registration, stating "[t]his ad will not be  
22 printed, this was set up incorrectly." As Mr. Pratt discovered later, 3GL's trademark  
23 application with the USPTO was deemed abandoned on or about May 3, 2021, because  
24 no Statement of Use or Extension Request was timely filed. Plaintiff is informed and  
25 believes, and thereon alleges, that despite all the resources invested by 3GL into the  
26 development of the EMERALD EDGE brand, Mr. Higgins and Mrs. Higgins "killed"  
27 the EMERALD EDGE brand because it was not set up to be owned by EHI or 3GI.  
28



105. Plaintiff is informed and believes, and thereon alleges, that Mr. Higgins and Mrs. Higgins effectuated their effort to misappropriate the next line of 3GL's products by using the EMERALD EDGE concept with a new mark, NEXGEN. A tremendous amount of 3GL's resources were poured into development and branding of the NEXGEN family of fertilizer products. However, the mark that Mr. Higgins authorized 3GL's trademark attorney to register in the name of 3GL was N NEXGN, and not NEXGEN. In conversations between Mr. Pratt and Mr. Higgins that took place in April 2021, Mr. Higgins expressly stated that he owned all the brands of 3GL, including NEXGEN, despite all appearances.

**H. Mr. Pratt's Pay Is Converted to "Guaranteed Payment to Partner"**

106. On or about April 7, 2021, 3GL hired Valerie Papp as Head of Human Resources based in British Columbia, Canada. Many at 3GL hoped that Ms. Papp would help guard against some of the worst abuses by Mr. Higgins. In or about April 2021, Ms. Papp interviewed each 3GL employee "to understand how employees perceive the company, the company culture, and their work environment."

107. On or about May 17, 2021, Mrs. Higgins announced that "[t]he 2020 W-2 slip issued to David Pratt will be cancelled," and 3GL issued a 2020 Form 1065 K-1 Statement to Mr. Pratt that listed the salary he received that year as "Guaranteed Payments to Partners." There were no other changes implemented at that time in the scope and manner of Mr. Pratt's work at 3GL.

108. The 2020 Form 1065 K-1 contained another troubling revelation, as it showed Mr. Pratt's 25% share of the LLC's recourse liabilities at the end of year 2020 as \$1,435,360. This meant that the LLC's total recourse liabilities by the end of year 2020 were \$5,741,440. Mr. Pratt understood the very purpose behind 3GL's business form as a limited liability company was to protect its members from personal liability for the debts and obligations of the business. Mr. Pratt has no knowledge of personally

1 guaranteeing any debts of 3GL, and he was never informed that such personal  
2 guarantees were given by Mr. Higgins and/or Mrs. Higgins.

3 109. Plaintiff is informed and believes, and thereon alleges, that Mr. Higgins  
4 and Mrs. Higgins burdened 3GL and Mr. Pratt as its member with financial liabilities  
5 incurred primarily through Mr. Higgins' and Mrs. Higgins' self-dealing and fraud.

6  
7 **I. Emotional Distress Lands Mr. Pratt in a Hospital**

8 110. In or about June 2021, Wells Fargo bank informed 3GL that it closed its  
9 operating account and notified 3GL that the account would become inactive on July  
10 12, 2020. Plaintiff is informed and believes, and thereon alleges, that Wells Fargo's  
11 decision was triggered by Mr. Higgins' and Mrs. Higgins' misuse of the account and  
12 their repeated insistence that the large amounts of cash they agreed to accept as  
13 payments for fertilizer products be deposited into the bank.

14 111. Since Mr. Pratt was the only member of 3GL with United States  
15 citizenship, he viewed it as his obligation to find another bank that would be willing to  
16 work with 3GL. On or about June 19, 2021, after approximately nine (9) banks said  
17 'no', Mr. Pratt called Mr. Higgins to ask for help. True to form, Mr. Higgins blamed  
18 Wells Fargo's decision entirely on Mr. Pratt, claiming that banks were unwilling to  
19 work with 3GL because Mr. Pratt was too "sketchy" and the government must have  
20 been onto him. After Mr. Higgins' accusations became increasingly nonsensical,  
21 intense, and personal, Mr. Pratt hung up the phone.

22 112. Later in the day, Mrs. Higgins contacted Mr. Pratt and attacked him over  
23 being "vile" in his conversation with Mr. Higgins. In effect, it appeared that Mrs.  
24 Higgins believed that all the abuse heaped by Mr. Higgins on Mr. Pratt during their  
25 phone call was actually said by Mr. Pratt to Mr. Higgins.

26 113. Plaintiff is informed and believes, and thereon alleges, that on or about  
27 June 19, 2021, the cognitive dissonance of these abusive encounters with Mr. Higgins  
28 and Mrs. Higgins sent Mr. Pratt into an anxiety loop and resulted in skyrocketing blood



1 pressure and a severe panic attack. The left side of Mr. Pratt's body started going  
2 numb and he immediately checked himself into a hospital. Stroke was suspected and  
3 the hospital ran many tests to determine what happened.

4 114. As it turned out, Mr. Pratt was so hypertensive that his brain was  
5 malfunctioning. He was diagnosed with Hypertensive Encephalopathy and  
6 immediately began medical leave from 3GL. Based on doctor's instructions, Mr.  
7 Pratt's leave was to be for at least through September 22, 2021. Mr. Pratt's bi-weekly  
8 pay from 3GL was stopped for the duration of his medical leave.

9 115. On or about July 2, 2021, while still on leave, Mr. Pratt was nevertheless  
10 able to secure a new bank account with Bank of America and saved 3GL from the  
11 precipice of not having a banking relationship needed to continue doing business.

12 116. On or about July 22, 2021, Mr. Higgins emailed Mr. Pratt to inform him  
13 in writing that he was demoted and was no longer the President of 3GL because "you  
14 have been failing in the capacity of President for some time and that we are making a  
15 change in your job title to reflect the work you have been doing[.]" No formal action  
16 or a vote by the members of 3GL was taken in connection with this demotion.

17 117. Upon Mr. Pratt's demotion, which violated the terms of the Agreement  
18 between Mr. Pratt and Mr. Higgins at the time 3GL was formed, Mr. Higgins  
19 unilaterally appointed Mrs. Higgins as the President of 3GL. No formal action or a  
20 vote by the members of 3GL was taken in connection with this appointment.

21  
22 **J. Mr. Pratt Discovers Overwhelming Evidence of Fraud and Self-Dealing**

23 118. While on medical leave in mid-2021, Mr. Pratt reflected on the fact that  
24 after seven (7) years of working around the clock on 3GL's business, he only  
25 occasionally received "guaranteed pay" and received no profit distributions, while  
26 according to Mr. Higgins and Mrs. Higgins, 3GL was almost constantly in financial  
27 distress despite producing and selling tens of millions of dollars' worth of fertilizer  
28 products.



119. Mr. Pratt obtained copies of 3GL's Wells Fargo bank account statements and discovered that since 2015, millions of dollars have been siphoned by Mr. Higgins and Mrs. Higgins to EHI, 3GI, Mr. Higgins and Mrs. Higgins individually, and to dozens of third parties for the personal benefit of Mr. Higgins and Mrs. Higgins.

120. Mr. Pratt's inquiry into 3GL's finances continued into year 2022, with his review of 3GL's Bank of America account statements. The results of Mr. Pratt's findings are summarized below.

121. **Transfers from 3GL to EHI.** Based on Mr. Pratt's review of 3GL's bank statements for the period from 2015 to April 2022, the following chart reflects the transfers by Mr. Higgins and Mrs. Higgins from 3GL to EHI during that time period:

Dates of Transfers	Amount Transferred (at least)
Jul. 27, 2015 to Dec. 23, 2015	\$46,600
Year 2016	\$222,000
Year 2017	\$477,800
Year 2018	\$305,600
Year 2019	\$362,000
Year 2020	\$1,719,000
Year 2021	\$1,678,000
Feb. 8, 2022 to Apr. 5, 2022	\$200,000
<b>Total Transfers:</b>	<b>\$5,011,000</b>

122. **Transfers from 3GL to 3GI.** Based on Mr. Pratt's review of 3GL's bank statements for the period from 2015 to March 2022, the following chart reflects the transfers by Mr. Higgins and Mrs. Higgins from 3GL to 3GI during that time period:

<b>Dates of Transfers</b>	<b>Amount Transferred (at least)</b>
July 1, 2015 to Dec. 23, 2015	\$69,380
Year 2016	\$149,100
Year 2017	\$233,100
Year 2018	\$163,129
Year 2019	\$318,000
Year 2020	\$1,200,000
Year 2021	\$643,000
Feb. 8, 2022 to Mar. 29, 2022	\$126,000
<b>Total Transfers:</b>	<b>\$2,901,709</b>

123. **Transfers from 3GL to Mr. Higgins.** Based on Mr. Pratt's review of 3GL's bank statements for the period from 2015 to December 2021, the following chart reflects the transfers by Mr. Higgins and Mrs. Higgins from 3GL to Mr. Higgins individually during that time period:

<b>Dates of Transfers</b>	<b>Amount Transferred (at least)</b>
Aug. 24, 2015 to Dec. 30, 2015	\$275,700
Year 2016	\$560,000
Year 2017	\$1,060,670
Year 2018	\$837,955
Year 2019	\$1,232,937
Year 2020	\$1,147,000
Year 2021	\$1,642,000
<b>Total Transfers:</b>	<b>\$6,756,263</b>

124. **Transfers from 3GL to Mrs. Higgins.** Based on Mr. Pratt's review of 3GL's bank statements for the period from 2015 to December 2021, the following chart reflects the transfers by Mr. Higgins and Mrs. Higgins from 3GL to Mrs. Higgins individually during that time period:

Dates of Transfers	Amount Transferred (at least)
Year 2017	\$62,000
Year 2018	\$25,500
Year 2019	\$49,500
<b>Total Transfers:</b>	<b>\$137,000</b>

125. **Transfers from 3GL for Mr. and Mrs. Higgins' Personal Benefit.** In addition to the above, Mr. Pratt has discovered many other transfers from 3GL to third parties that appear to have been made for the personal benefit of Mr. Higgins and Mrs. Higgins, and for no apparent benefit to 3GL, including but not limited to the following:

Year	Recipient	Amount	Details (pleaded on information and belief)
2015	Bull Housser	\$25,000	This law firm represented Mr. Higgins individually in Canada in the AN Litigation
2016	Andrey Delchev & Partners	\$4,394	Mr. Delchev was Mr. Higgins' attorney in Bulgaria who represented him individually in the AN Litigation
2016	Bartko Zankel Bunzel	\$11,593.36	Unknown legal expense
2018	Graham Thompson	\$100,000	Law firm based in the Bahamas; Mr. Higgins has property and assets in Turks & Caicos
2018	Guillermo Delmonte	\$10,000	Mr. Delmonte is the COO of Ramm Pharma Corporation, a cannabis producer



1	2019	Fasken Martineau	\$9,265	Unknown legal expense
2				
3	2019	Bado, Kuster, Zerbino & Rachetti	\$5,472	Attorneys in Uruguay, apparently hired in connection with Mr. Higgins' pursuit of Mr. Dattels
4				
5	2020	Twa, Marcelin, Wolf	\$220,000	Law firm based in Turks & Caicos, where Mr. Higgins has property and assets
6				
7	2020	Connected Spaces	\$100,000	Home Automation company, apparently paid for work on Mr. Higgins' and Mrs. Higgins' new mansion in British Columbia
8				
9	2020	Air & Sea Agency	\$24,247	Directory of Tourism for Turks & Caicos, where Mr. Higgins has property and assets
10				
11	2020	Purity Designs	\$188,549	Residential design, apparently used in connection with Mr. Higgins' or his daughter's residence
12				
13	2020	Saxton 4x4	\$39,070	United Kingdom's purveyor of exotic four wheel drive vehicles
14				
15	2020	The Palms Resort	\$123,457	Resort in Turks & Caicos, where Mr. Higgins has property and assets
16				
17	2020	Rollins Machinery	\$44,889	Machinery and equipment provider in British Columbia
18				
19	2020	Pent Sp. Zo. O.	\$30,806	Unrecognized business, possibly in Spain
20				
21	2020- 2021	Equity LTD	\$163,838	Financial services provider in Turks & Caicos, where Mr. Higgins has property and assets
22				
23	2021	Logberg Corporate Services LTD	\$1,650	Construction services company in Turks & Caicos, where Mr. Higgins has property and assets
24				
25	2021	Colorado Custom	\$13,540	Company that sells custom wheels for vehicles
26				
27				
28				

2022	Kiva Construction	\$7,830	Construction business in Colorado Springs, Colorado
<b>Total amount of transfers listed in this chart: \$1,123,600.36</b>			

126. Based on the above, it became shockingly clear to Mr. Pratt that Mr. Higgins and Mrs. Higgins were deliberately and continuously siphoning funds and intellectual property and business opportunities away from 3GL and otherwise treating 3GL as their personal piggy-bank. 3GL would incur all or most of the expenses for developing, trademarking, sourcing, manufacturing, bottling, shipping and marketing the fertilizer products, while much of the revenue generated by this work would land in the Canadian and other foreign bank accounts controlled by Mr. Higgins and Mrs. Higgins. Mr. Pratt was never provided with a comprehensive accounting of 3GL's income and expenses, he did not have any access to or visibility into 3GI's or EHI's accounts or the overseas bank accounts controlled by Mr. Higgins and Mrs. Higgins, and he was directly instructed by Mr. Higgins to "not deal with" 3GL's accounting and not access its "banking information."

127. In his review of 3GL's bank statements, Mr. Pratt learned that a number of transfers summarized above were made by Mr. Higgins and/or Mrs. Higgins issuing checks from 3GL's account and applying Mr. Pratt's signature stamp onto those checks without Mr. Pratt's review or approval. Mr. Pratt was not notified by Mr. Higgins or Mrs. Higgins of the transactions and business purposes behind the transfers that involved the use of his signature stamp.

128. Plaintiff is informed and believes, and thereon alleges, that the purpose behind the financial and intellectual property transfers summarized above was to diminish the value of 3GL and Mr. Pratt's 25% ownership interest in 3GL, avoid paying profit distributions to Mr. Pratt, and to unlawfully enrich Mr. Higgins, Mrs. Higgins, EHI and 3GI.



1           129. On or about September 11, 2021, while still on medical leave, Mr. Pratt  
2 had a long phone call with Mr. Higgins to share some of his concerns about Mr.  
3 Higgins' and Mrs. Higgins' apparent self-dealing and mismanagement of 3GL. In this  
4 conversation, Mr. Higgins heaped abuse on Mr. Pratt and repeatedly asserted that Mr.  
5 Pratt had no ownership of the Emerald Harvest brand and no business inquiring about  
6 the handling of financial and intellectual property assets of Emerald Harvest. This  
7 conversation strongly reinforced Mr. Pratt's conclusion that Defendants were  
8 intentionally and unlawfully acting to the detriment of 3GL and Mr. Pratt.

9  
10 **K. Mr. Pratt Returns to Work and Is Retaliated Against by Mr. Higgins**

11           130. On or about October 18, 2021, Mr. Pratt returned to work at 3GL and  
12 resumed receiving his pay of \$4,615.12 twice a month. As of this return date, Mr. Pratt  
13 was still owed over \$50,000 in owner contributions he made to 3GL over the years.

14           131. On or about October 27, 2021, Mr. Higgins emailed Mr. Pratt to berate  
15 him for his use of the President title in his email signature block, writing that "[t]he  
16 title of President changed months ago," Mrs. Higgins was "appointed President of  
17 Emerald Harvest," and as for Mr. Pratt's new title, "Sales Executive was proposed and  
18 officially approved." No formal action or a vote by the members of 3GL was taken in  
19 connection with this change to Mr. Pratt's job title.

20           132. The year 2022 began with a sharp downturn in the hydroponics industry,  
21 exacerbating 3GL's cashflow difficulties and sending Mr. Higgins on another round of  
22 tirades directed at Mr. Pratt.

23           133. For example, Plaintiff is informed and believes, and thereon alleges, that  
24 when Mr. Higgins was eager to get orders from 3GL's distributors in New Zealand and  
25 Australia, he extended terms for these distributors to pay within 60 days from delivery  
26 instead of shipping, as shipping times have grown longer and more unpredictable  
27 during the Covid pandemic. However, with the pressures exerted by the industry  
28 downturn and his own wrongdoing, Mr. Higgins grew less generous and backpedaled

1 on these terms while trying to shift the blame for this change on Mr. Pratt: “Please  
2 ensure your correspondence with clients and colleagues is fact based and not left open  
3 to erroneous interpretation.”

4 134. In or about January 2022, Mr. Pratt’s daughter applied for financial aid  
5 and her school asked for “IRS Form 1065,” which is used to declare profits, losses,  
6 deductions and credits of a limited liability company for tax filing purposes. Mr. Pratt  
7 requested this form from Mrs. Higgins and the Controller, Francesca Shannahan, but  
8 they repeatedly sent Mr. Pratt the “IRS Form K-1 1065,” which only reflected financial  
9 information as it pertained to Mr. Pratt and not 3GL as a whole.

10 135. On or about February 11, 2022, after being pressed by Mr. Pratt and his  
11 spouse to provide the “IRS Form 1065” for 3GL, Mrs. Higgins finally provided the  
12 requested form to Mr. Pratt.

13 136. Plaintiff is informed and believes, and thereon alleges, that within hours  
14 after the requested IRS Form 1065 was provided to Mr. Pratt, Ms. Shannahan had quit  
15 her employment, presumably in protest over the contents of that tax form.

16 137. The quitting of the company’s Controller was a massive red flag for Mr.  
17 Pratt as it confirmed his worst fears over the financial fraud and self-dealing  
18 undertaken by Mr. Higgins and Mrs. Higgins.

19 138. On or about March 3, 2022, Mr. Pratt emailed Mr. Higgins and Mrs.  
20 Higgins to demand that they immediately stop using his signature without his prior  
21 written approval. Mr. Higgins responded with displeasure that Mr. Pratt’s request was  
22 in a written form (“[a] simple call to Sharon or myself would have ensured your  
23 signature was promptly removed”), and claiming that the use of Mr. Pratt’s “electronic  
24 signature” was set up “to ensure timely payments to every US vendor, service  
25 providers and employee.” To be sure, Mr. Higgins’ email made no mention of Mr.  
26 Pratt’s lack of consent to use his signature stamp for millions of dollars in transfers to  
27 EHI, 3GI, Mr. Higgins and Mrs. Higgins individually, and numerous third parties for  
28 purposes unrelated to 3GL’s business.



1           139. Immediately upon Mr. Pratt's request to cease and desist from the  
2 unauthorized use of his signature, Mr. Higgins and Mrs. Higgins stopped issuing bi-  
3 monthly pay to Mr. Pratt.

4           140. Despite the lack of pay, in or about March 2022, Mr. Pratt travelled to the  
5 United Kingdom and Spain to promote 3GL's fertilizer products. During this trip, Mr.  
6 Pratt emailed his extensive field notes to Mr. Higgins, including detailed descriptions  
7 of every vendor he and 3GL's sales team met with, their feedback on 3GL's products,  
8 sales potential, local market conditions, marketing ideas and alike. In his dismissive  
9 response, Mr. Higgins' described these extensive and valuable comments as "[l]ots of  
10 information," but berated Mr. Pratt for not providing "actual sales in dollars" for every  
11 vendor visited. This was despite the fact that sales reports were provided weekly to  
12 Mr. Higgins by other sales people at 3GL, and Mr. Pratt's role was to serve as the  
13 owner-face of the company, make inroads with new and existing vendors, and tell the  
14 Emerald Harvest story, but not to generate weekly sales reports.

15           141. On or about March 12, 2022, Mr. Higgins authored another email missive  
16 to Mr. Pratt, where he laid out his long wish list of the roles and duties for the position  
17 of a Sales Executive, falsely claiming that this list was "precisely what you agreed to  
18 and what you wanted to do." No such list of roles and duties was ever agreed to in  
19 advance of Mr. Pratt being forced to assume this title. Mr. Higgins's email also  
20 ignored the fact that Mr. Pratt wanted to retain his title as the President of 3GL, but  
21 was instead demoted and forced to accept the position of a Sales Executive where he  
22 would serve as the brand ambassador and not a number-cruncher of weekly sales  
23 figures.

24           142. On or about April 1, 2022, Mr. Pratt emailed Mr. Higgins and Mrs.  
25 Higgins, asking to be paid his March compensation. He received no response.

26           143. On or about April 2, 2022, Mr. Pratt received an email from Mr. Higgins  
27 who complained that Mr. Pratt was not answering his phone calls and emails, and  
28 threatened that "[f]ailure to promptly communicate and provide required information

1 will be deemed as deserting your position.” Mr. Pratt understood this email to be  
2 another pretext, in a long list of pretexts, for his ultimate termination from 3GL.

3 144. On or about April 3, 2022, Mr. Pratt responded to Mr. Higgins and shared  
4 his concern that his not receiving pay, shifting and unreasonable job expectations,  
5 demeaning communications and bullying were part of Mr. Higgins’ efforts to retaliate  
6 against him and make his work conditions miserable for raising questions about Mr.  
7 Higgins’ and Mrs. Higgins’ business and accounting practices. Mr. Pratt explained that  
8 he was suffering from serious health issues due to the stress of his job and the long-  
9 term mistreatment from Mr. Higgins and Mrs. Higgins. Mr. Pratt reported that he was  
10 currently seeing several health care professionals, including a cardiologist, and would  
11 provide their recommendations for any workplace accommodations that may be  
12 required. Mr. Pratt also requested that for the time being he preferred to communicate  
13 with Mr. Higgins and Mrs. Higgins by email only, explaining that he finds their phone  
14 conversations to be difficult and negatively impact his physical and mental health.

15 145. On or about April 4, 2022, Mr. Pratt was finally paid for March 2022.  
16 Since April 4, 2022, Mr. Pratt received no further pay from 3GL and no  
17 reimbursements of his owner contributions that remained outstanding.

18 146. On or about April 7, 2022, Damara Luce, Certified Physician Assistant  
19 (“PA-C”) issued a letter advising that Mr. Pratt was under her medical care at the  
20 Gravenstein Community Health Center, and that “[d]ue to a health condition, he may  
21 not work from Thursday, April 7, 2022 through Sunday May 1, 2022.” The same day,  
22 Mr. Pratt forwarded this letter to Mr. Higgins and Mrs. Higgins but received no  
23 response.

24 147. Still on or about April 7, 2022, Mr. Pratt’s access to all 3GL computer  
25 systems was terminated, including email, Teams, SharePoint and others. Plaintiff is  
26 informed and believes, and thereon alleges, that 3GL employees were instructed to re-  
27 key the Santa Rosa facilities of 3GL and not allow Mr. Pratt onto the premises. As a  
28 result, Mr. Pratt was unable to remove all his personal items from 3GL’s premises.





1           153. In addition, the Primary Defendants have also severely damaged the  
2 value of 3GL as a going concern due to, including but not limited to, the following:

- 3           a. 3GL's profits are unreliable and depressed due to years of  
4           mismanagement and self-dealing;  
5           b. 3GL's books and records are not trustworthy;  
6           c. 3GL's rights to its intellectual property and the Artwork is in question  
7           due to illegal transfers of same to EHI;  
8           d. Damage to 3GL's Emerald Harvest and other brands caused by the  
9           Primary Defendants' conduct; and  
10          e. Damage to 3GL's reputation caused by the Primary Defendants'  
11          conduct.

12           154. Plaintiff conservatively estimates that acts and omissions of the Primary  
13 Defendants have reduced the value of 3GL as a going concern by at least \$25,000,000.  
14

15                           **Mr. Pratt's Damages as Member of 3GL**

16           155. Separate and apart from the damages suffered by 3GL, Mr. Pratt suffered  
17 additional damages as a member of 3GL. Mr. Pratt received no profit distributions, did  
18 not receive all "guaranteed pay" promised to him by Mr. Higgins, and was not repaid  
19 all the owner contributions he has made since 2014 for the benefit of 3GL.

20           156. Plaintiff is informed and believes, and thereon alleges, that these actions  
21 and omissions of Mr. Higgins as manager of 3GL have caused actual damages to Mr.  
22 Pratt in an amount that exceeds \$2,000,000.  
23

24                           **Plaintiff Seeks Punitive Damages on Behalf of 3GL**

25           157. Plaintiff, acting derivatively on behalf of 3GL, further seeks punitive  
26 damages against Mr. Higgins and Mrs. Higgins for their egregious and repeated  
27 breaches of fiduciary duty as pleaded in this Complaint. Plaintiff will recommend to  
28



the jury to award punitive damages jointly and severally against Mr. Higgins and Mrs. Higgins that are a multiple of the actual and consequential damages established at trial.

### **Plaintiff Seeks Recovery of Attorney's Fees and Costs**

158. Plaintiff will seek the creation of a common fund for the benefit of 3GL and its members. The amount awarded as damages against Mr. Higgins, Mrs. Higgins, 3GI and EHI is to be deposited into this common fund.

159. Once the common fund is established and funded, Plaintiff will seek an order of this Court reimbursing his reasonable attorney's fees and costs incurred in connection with this litigation out of the common fund, as allowed in derivative actions where Plaintiff must expend his own funds to pursue an action for the benefit of all members and the limited liability company.

### **FIRST CAUSE OF ACTION**

#### **(For Breach of Fiduciary Duty against Mr. Higgins and Mrs. Higgins)**

160. Plaintiff repeats the allegations in Paragraphs 1 through 159 of this Complaint, inclusive, as if fully set forth herein.

161. Starting at the time of 3GL's formation and through present, Mr. Higgins owed fiduciary duties to 3GL and its members, including Plaintiff, by virtue of serving as officer and manager of 3GL, including but not limited to a duty of loyalty under Corp. Code § 17704.09(b) and Corp. Code § 17704.09(f)(1), and a duty of care in the conduct of the activities of the limited liability company under Corp. Code § 17704.09(c) and Corp. Code § 17704.09(f)(1).

162. Starting in or about July 2021 and through present, Mrs. Higgins owed fiduciary duties to 3GL and its members, including Plaintiff, by virtue of serving as an officer, namely President, of 3GL.

1           163. Based on these fiduciary relationships, 3GL and Plaintiff trusted Mr.  
2 Higgins and Mrs. Higgins to be loyal and act in good faith and in the best interests of  
3 3GL and its members, including Plaintiff.

4           164. Plaintiff is informed and believes, and thereon alleges, that Mr. Higgins  
5 and Mrs. Higgins knowingly breached their fiduciary duties to 3GL and Mr. Pratt as its  
6 member by: (1) false, fraudulent and deceptive alteration and writing of checks drawn  
7 on 3GL's business accounts for Mr. Higgins' and Mrs. Higgins' personal gain and to  
8 the detriment of 3GL; (2) making false, fraudulent, and deceptive entries in the books  
9 and records of 3GL; (3) secretly, fraudulently and deceptively asserting ownership  
10 rights over 3GL's intellectual property; (4) self-dealing and diverting business  
11 opportunities and financial resources away from 3GL and for their own personal gain  
12 and to the detriment of 3GL; (5) failing to use reasonable care in management of 3GL;  
13 (6) withholding profit distributions, guaranteed pay and repayment of owner  
14 contributions from Mr. Pratt as a member of 3GL, while falsely representing to  
15 Plaintiff that 3GL was not making enough money to make those payments,  
16 distributions and reimbursements; (7) assuming recourse liabilities on behalf of 3GL's  
17 members without consent of all members; (8) severely damaging the value of 3GL as a  
18 going concern through acts of mismanagement and fraud; and (9) other misconduct  
19 described above.

20           165. Neither Plaintiff nor 3GL gave informed consent to Mr. Higgins' and  
21 Mrs. Higgins' wrongful conduct described above.

22           166. Plaintiff timely exercised due diligence to discover the true state of  
23 financial and business affairs of 3GL upon Plaintiff's discovery of facts sufficient to  
24 put Plaintiff on notice that wrongful conduct was afoot. At every step, Mr. Higgins and  
25 Mrs. Higgins stonewalled these efforts so as to hide the true facts from Plaintiff.

26           167. Plaintiff is informed and believes, and thereon alleges, that as a direct  
27 and proximate cause of Mr. Higgins' and Mrs. Higgins' breaches of their fiduciary  
28 duties owed to 3GL and its members, including Plaintiff, 3GL was harmed in the

1 amount of at least \$35,000,000, subject to proof at trial, which includes at least  
2 \$10,000,000 in misappropriated and converted funds, intellectual property and  
3 business opportunities, and the additional damage of at least \$25,000,000 to the value  
4 of 3GL as a going concern.

5 168. Mr. Higgins' and Mrs. Higgins' conduct was a substantial factor in  
6 causing harm to 3GL and its members, including Mr. Pratt.

7 169. Plaintiff is informed and believes, and thereon alleges, that in committing  
8 the wrongful acts described herein, Mr. Higgins and Mrs. Higgins acted with  
9 oppression, fraud and malice, justifying recovery of exemplary damages against Mr.  
10 Higgins and Mrs. Higgins.

11 170. Wherefore, Plaintiff prays for relief as set forth below.

12  
13 **SECOND CAUSE OF ACTION**

14 **(For Breach of Duty of Good Faith and Fair Dealing**  
15 **against Mr. Higgins and Mrs. Higgins)**

16 171. Plaintiff repeats the allegations in Paragraphs 1 through 170 of this  
17 Complaint, inclusive, as if fully set forth herein.

18 172. Starting at the time of 3GL's formation and through present, by virtue of  
19 serving as a member of 3GL, Mr. Higgins had a duty of good faith and fair dealing to  
20 3GL and its members, including Plaintiff. (Corp. Code §§ 17704.09(d) and (f)(2)).

21 173. Starting in or about February 2015 and through present, by virtue of  
22 serving as a member of 3GL, Mrs. Higgins had a duty of good faith and fair dealing to  
23 3GL and its members, including Plaintiff. (Corp. Code §§ 17704.09(d) and (f)(2)).

24 174. Based on these relationships, 3GL and Plaintiff trusted Mr. Higgins and  
25 Mrs. Higgins to act in good faith and deal fairly in matters related to the interests of  
26 3GL and its members, including Plaintiff.

27 175. Plaintiff is informed and believes, and thereon alleges, that Mr. Higgins  
28 and Mrs. Higgins knowingly breached their duties of good faith and fair dealing to



1 3GL and Mr. Pratt as its member by: (1) false, fraudulent and deceptive alteration and  
2 writing of checks drawn on 3GL's business accounts for Mr. Higgins' and Mrs.  
3 Higgins' personal gain and to the detriment of 3GL; (2) making false, fraudulent, and  
4 deceptive entries in the books and records of 3GL; (3) secretly, fraudulently and  
5 deceptively asserting ownership rights over 3GL's intellectual property; (4) acting in  
6 bad faith and dealing unfairly in connection with the management, business  
7 opportunities and financial resources of 3GL and its members, including Plaintiff; (5)  
8 withholding profit distributions, guaranteed pay and repayment of owner contributions  
9 from Mr. Pratt as a member of 3GL, while falsely representing to Plaintiff that 3GL  
10 was not making enough money to make those payments, distributions and  
11 reimbursements; (6) assuming recourse liabilities on behalf of 3GL's members without  
12 consent of all members; (7) severely damaging the value of 3GL as a going concern  
13 through acts of mismanagement and fraud; and (8) other misconduct described above.

14 176. Neither Plaintiff nor 3GL gave informed consent to Mr. Higgins' and  
15 Mrs. Higgins' wrongful conduct described above.

16 177. Plaintiff timely exercised due diligence to discover the true state of  
17 financial and business affairs of 3GL upon Plaintiff's discovery of facts sufficient to  
18 put Plaintiff on notice that wrongful conduct was afoot. At every step, Mr. Higgins and  
19 Mrs. Higgins stonewalled these efforts so as to hide the true facts from the Plaintiff.

20 178. Plaintiff is informed and believes, and thereon alleges, that as a direct  
21 and proximate cause of Mr. Higgins' and Mrs. Higgins' breaches of their duties of  
22 good faith and fair dealing owed to 3GL and its members, including Plaintiff, 3GL was  
23 harmed in the amount of at least \$35,000,000, subject to proof at trial, which includes  
24 at least \$10,000,000 in misappropriated and converted funds and business  
25 opportunities, and the additional damage of at least \$25,000,000 to the value of 3GL as  
26 a going concern.

27 179. Mr. Higgins' and Mrs. Higgins' conduct was a substantial factor in  
28 causing harm to 3GL and its members, including Mr. Pratt.

1           180. Plaintiff is informed and believes, and thereon alleges, that in committing  
2 the wrongful acts described herein, Mr. Higgins and Mrs. Higgins acted with  
3 oppression, fraud and malice, justifying recovery of exemplary damages jointly against  
4 Mr. Higgins and Mrs. Higgins.

5           181. Wherefore, Plaintiff prays for relief as set forth below.

6  
7                                   **THIRD CAUSE OF ACTION**

8           **(For Receiving Improper Distributions (Corp. Code §§ 17704.05 & 17704.06)**  
9                                   **against Mr. Higgins and Mrs. Higgins)**

10           182. Plaintiff repeats the allegations in Paragraphs 1 through 181 of this  
11 Complaint, inclusive, as if fully set forth herein.

12           183. From the respective dates of their acquisition of ownership interest in  
13 3GL and through the present, Mr. Higgins and Mrs. Higgins owed a duty under Corp.  
14 Code § 17704.05 to not make or receive distributions of 3GL's profits that would  
15 render 3GL, as a result of making these distributions, unable to pay its debts as they  
16 become due in the ordinary course of its activities, or 3GL's total assets, as a result of  
17 making the distribution, would be less than the sum of its total liabilities plus the  
18 amount that would be needed to satisfy preferential rights on dissolution.

19           184. Plaintiff is informed and believes, and thereon alleges, that Mr. Higgins  
20 and Mrs. Higgins received distributions of 3GL's profits by issuing checks to  
21 themselves, EHI, 3GI and third parties, as alleged above, knowing that these profit  
22 distributions were made in violation of Corp. Code § 17704.5.

23           185. Plaintiff is informed and believes, and thereon alleges, that the improper  
24 profit distributions received by Mr. Higgins and Mrs. Higgins caused 3GL to be unable  
25 to pay its debts as they became due in the ordinary course of its activities, or 3GL's  
26 total assets, as a result of making the distribution, became less than the sum of its total  
27 liabilities plus the amount that would be needed to satisfy preferential rights on  
28 dissolution.



186. As a result of the improper distribution alleged in this Complaint, Mr. Higgins and Mrs. Higgins are personally liable to 3GL under Corp. Code § 17704.06 to the extent that the distributions received by Mr. Higgins and Mrs. Higgins exceeded the amount that could have been properly paid under Corp. Code Section 17704.05, plus interest thereon at the legal rate on judgments.

187. Wherefore, Plaintiff prays for relief as set forth below.

#### FOURTH CAUSE OF ACTION

(For Unjust Enrichment and Restitution against all Primary Defendants)

188. Plaintiff repeats the allegations in Paragraphs 1 through 187 of this Complaint, inclusive, as if fully set forth herein.

189. Plaintiff is informed and believes, and thereon alleges, that each of the Primary Defendants, including Mr. Higgins, Mrs. Higgins, EHI and 3GI, was unjustly enriched by unlawfully misappropriating 3GL's resources and business opportunities for the Primary Defendants' gain and benefit without in return providing goods, services, or opportunities of comparable value to 3GL.

190. Plaintiff is informed and believes, and thereon alleges, that each of the Primary Defendants received fraudulent transfers of 3GL's funds and intellectual property for their own gain and benefit without in return providing goods or services of comparable value to 3GL.

191. Plaintiff is informed and believes, and thereon alleges, that Mr. Higgins and Mrs. Higgins made fraudulent transfers of 3GL's funds and intellectual property to EHI, 3GI and third parties for their own gain and benefit without the Primary Defendants or said third parties providing in return to 3GL goods or services of comparable value.

192. Plaintiff is informed and believes, and thereon alleges, that Mr. Higgins was unjustly enriched by fraudulent transfers of funds, intellectual property, business opportunities and control over 3GL's business to EHI and 3GI because Mr. Higgins is



1 the Chief Executive Officer and sole shareholder of EHI and 3GI and, on information  
2 and belief, has dominant control over both EHI and 3GI.

3 193. Plaintiff is informed and believes, and thereon alleges, that the Primary  
4 Defendants are now liable for restitution because they did not confer any tangible  
5 benefits to 3GL in exchange for these transfers. Restitution under these circumstances  
6 includes not only the restoration or giving back of all improper transfers made, but also  
7 compensation, reimbursement, indemnification, and reparation for benefits derived  
8 from, or for loss or injury caused to, 3GL as a consequence of these transfers.

9 194. Wherefore, Plaintiff prays for relief as set forth below.

### 11 **FIFTH CAUSE OF ACTION**

#### 12 **(For Conversion against all Primary Defendants)**

13 195. Plaintiff repeats the allegations in Paragraphs 1 through 194 of this  
14 Complaint, inclusive, as if fully set forth herein.

15 196. Plaintiff is informed and believes, and thereon alleges, that the Primary  
16 Defendants, and each of them, by means of: (1) false, fraudulent and deceptive  
17 alteration and writing of checks drawn on 3GL's business accounts; (2) making false,  
18 fraudulent, and deceptive entries in the books and records of 3GL; (3) secretly,  
19 fraudulently and deceptively asserting ownership rights over 3GL's intellectual  
20 property; (4) assuming recourse liabilities on behalf of 3GL's members without  
21 consent of all members; (5) self-dealing and diverting business opportunities and  
22 financial resources away from 3GL and for their own gain and to the detriment of 3GL;  
23 and (6) other misconduct described above, misappropriated and converted to their own  
24 use and possession, without 3GL's and Mr. Pratt's knowledge or consent, the sum in an  
25 amount to be proven at trial, which sum belonged to 3GL and its members, including  
26 Mr. Pratt.

27 197. Plaintiff is informed and believes, and thereon alleges, that in committing  
28 the wrongful acts described herein, the Primary Defendants acted with oppression,

1 fraud and malice, justifying recovery of exemplary damages jointly against the  
2 Primary Defendants.

3 198. Wherefore, Plaintiff prays for relief as set forth below.

### 4 5 **SIXTH CAUSE OF ACTION**

#### 6 **(For Concealment against Mr. Higgins and Mrs. Higgins)**

7 199. Plaintiff repeats the allegations in Paragraphs 1 through 198 of this  
8 Complaint, inclusive, as if fully set forth herein.

9 200. In their communications with 3GL and Mr. Pratt, Mr. Higgins and Mrs.  
10 Higgins repeatedly blamed the business conditions and Mr. Pratt's alleged failure to  
11 follow "established protocols" on lackluster profits and absence of profit distributions  
12 to 3GL's members, along with a host of other manufactured reasons.

13 201. Since at least 2015, Mr. Higgins and Mrs. Higgins assured 3GL and Mr.  
14 Pratt that they are managing 3GL's business in full compliance with the law and with  
15 the best interests of its members in mind. Mr. Higgins and Mrs. Higgins also made  
16 express and implied representations that they are maintaining accurate and complete  
17 books and records of 3GL, and that the affairs and intellectual property of 3GL are  
18 fairly managed.

19 202. Plaintiffs are informed and believe, and thereon allege, that Mr. Higgins  
20 and Mrs. Higgins were aware of some or all of the true facts concerning 3GL's  
21 business and financial affairs at the time Mr. Higgins and Mrs. Higgins made the  
22 express and implied representations alleged above.

23 203. Plaintiffs are informed and believe, and thereon allege, that Mr. Higgins  
24 and Mrs. Higgins intentionally concealed from 3GL and its members, including Mr.  
25 Pratt, that at the time they made the express and implied representations alleged above,  
26 Mr. Higgins and Mrs. Higgins have already been embezzling millions of dollars from  
27 3GL's gross receipts and bank accounts, "cooking" the corporate books, engaging in  
28 acts of self-dealing and fraud, misappropriating 3GL's intellectual property, assuming

1 recourse liabilities on behalf of 3GL's members without consent of all members, and  
 2 improperly taking profit distributions without distributing any profits to Mr. Pratt,  
 3 among other acts of wrongdoing alleged above.

4 204. Because Mr. Pratt trusted Mr. Higgins to faithfully execute his fiduciary  
 5 obligations as a manger, officer and member of 3GL, Mr. Pratt trusted Mrs. Higgins to  
 6 faithfully execute her fiduciary obligations as officer and members of 3GL, and Mr.  
 7 Higgins and Mrs. Higgins kept the corporate books and records of 3GL, as well as all  
 8 foreign bank accounts, outside of Plaintiff's reach, Plaintiff was not aware of the true  
 9 material facts and motivations guiding Mr. Higgins and Mrs. Higgins.

10 205. Plaintiff is informed and believes, and thereon alleges, that 3GL and its  
 11 members, including Plaintiff, were directly injured by and suffered damages from the  
 12 concealment perpetrated by Mr. Higgins and Mrs. Higgins in the amount according to  
 13 proof at trial.

14 206. Wherefore, Plaintiff prays for relief as set forth below.

#### 16 **SEVENTH CAUSE OF ACTION**

##### 17 **(For Accounting and Restitution against all Primary Defendants)**

18 207. Plaintiff repeats the allegations in Paragraphs 1 through 206 of this  
 19 Complaint, inclusive, as if fully set forth herein.

20 208. Mr. Pratt is the holder of record of 25% membership interest in 3GL. Mr.  
 21 Higgins is the holder of record of 51% membership interest in 3GL. Mrs. Higgins is  
 22 the holder of record of 24% membership interest in 3GL.

23 209. Mr. Higgins and Mrs. Higgins, are currently, and at all times relevant  
 24 herein have been, in total and complete control of 3GL, 3GI, EHI and 3GP.

25 210. Plaintiff requests the Court to order an accounting of 3GL's affairs within  
 26 the limits of the applicable statutes of limitation, that the account be settled between  
 27 3GL and the Primary Defendants, and that Plaintiff have judgment for restitution  
 28



1 against the Primary Defendants for whatever sums may be found owing to 3GL and its  
2 members under the accounting.

3 211. Wherefore, Plaintiffs pray for relief as set forth below.  
4

5 **EIGHTH CAUSE OF ACTION**

6 **(For Dissociation against Mr. Higgins and Mrs. Higgins)**

7 212. Plaintiff repeats the allegations in Paragraphs 1 through 211 of this  
8 Complaint, inclusive, as if fully set forth herein.

9 213. Mr. Pratt is the holder of record of 25% membership interest in 3GL. Mr.  
10 Higgins is the holder of record of 51% membership interest in 3GL. Mrs. Higgins is  
11 the holder of record of 24% membership interest in 3GL.

12 214. Mr. Higgins and Mrs. Higgins, as members of 3GL, have engaged and  
13 are engaging in wrongful conduct that has adversely and materially affected, and will  
14 adversely and materially affect, the business activities of 3GL.

15 215. Mr. Higgins as a manager of 3GL, and Mrs. Higgins as a member of  
16 3GL, have willfully and persistently committed, and are willfully and persistently  
17 committing, material breaches of their fiduciary duties.

18 216. Mr. Higgins and Mrs. Higgins have engaged and are engaging in conduct  
19 relating to 3GL's business activities that makes it not reasonably practicable to carry on  
20 3GL's business activities with Mr. Higgins and Mrs. Higgins as a manager or as  
21 members of 3GL.

22 217. Wherefore, Plaintiff seeks involuntary expulsion of Mr. Higgins and Mrs.  
23 Higgins as a manager and members of 3GL and prays for relief as set forth below.  
24

25 **NINTH CAUSE OF ACTION**

26 **(For Appointment of Receiver against all Primary Defendants)**

27 218. Plaintiff repeats the allegations in Paragraphs 1 through 217 of this  
28 Complaint, inclusive, as if fully set forth herein.

1           219. Plaintiff is a holder of 25% membership interest in 3GL, however he is  
2 excluded from most critical financial and business decisions and unable to act to  
3 preserve the viability of 3GL.

4           220. Since at least 2015, Mr. Higgins and Mrs. Higgins have been in complete  
5 control of 3GL's revenues, property and business assets. Mr. Higgins and Mrs.  
6 Higgins remain in complete control of 3GL today, as Mr. Pratt has been effectively  
7 excluded from participating in the management of 3GL, related decision-making, and  
8 the sharing in the profits of the business.

9           221. All alleged above, Mr. Higgins and Mrs. Higgins were, and still are,  
10 using 3GL, including its personnel, facilities, intellectual property and revenue, for  
11 their own benefit and the benefit of EHI and 3GL.

12           222. Mr. Higgins and Mrs. Higgins have already fraudulently transferred  
13 millions of dollars from 3GL's operating accounts into personal bank accounts,  
14 including tax havens and in Canada, outside of the reach of 3GL and Mr. Pratt. Their  
15 conduct is not expected to change and it caused, and continues to cause, material  
16 damages to 3GL and its members.

17           223. There is significant danger that 3GL's financial and property assets will  
18 be entirely dissipated and removed by Mr. Higgins and Mrs. Higgins, possibly in  
19 anticipation of having to pay damages as a consequence of this lawsuit.

20           224. Plaintiff respectfully requests the Court appoint and instruct a receiver to:  
21 (1) take possession of 3GL, all other assets, books and records of 3GL; (2) manage  
22 3GL and conduct its business in a lawful and reasonable manner; (3) conduct a  
23 forensic accounting of the profits and losses of 3GL within the applicable statutes of  
24 limitation; and (4) pursue action to recover all improper transfers of assets from 3GL to  
25 the Primary Defendants and third parties within the applicable statutes of limitation.

26           225. Plaintiff is informed and believes, and thereon alleges, that unless a  
27 receiver is appointed and instructed as requested above, 3GL will be materially and  
28 irreparably damaged. In addition, the parties hereto may be subjected to serious

personal liability to third parties for any injury or damage sustained by them as a result of business transactions unlawfully conducted by the Primary Defendants in the name of 3GL.

226. Wherefore, Plaintiffs pray for relief as set forth below.

### **PRAYER FOR RELIEF**

Plaintiff is entitled to, and requests damages and other relief for the benefit of 3GL and its members by way of judgment as follows:

1. **ON THE FIRST CAUSE OF ACTION (Breach of Fiduciary Duty):**

- (a) For actual damages in an amount to be proved at trial;
- (b) For consequential damages in an amount to be proved at trial;
- (c) For exemplary and punitive damages in an amount appropriate to punish Mr. Higgins and Mrs. Higgins and set an example for others;
- (d) For costs of suit herein incurred, including reasonable attorney's fees to be awarded out of a common fund;
- (e) For pre- and post-judgment interest; and
- (f) For such other and further relief as the Court deems just and proper.

2. **ON THE SECOND CAUSE OF ACTION (Breach of Duty of Good Faith and Fair Dealing):**

- (a) For actual damages in an amount to be proved at trial;
- (b) For consequential damages in an amount to be proved at trial;
- (c) For exemplary and punitive damages in an amount appropriate to punish Mr. Higgins and Mrs. Higgins and set an example for others;
- (d) For costs of suit herein incurred, including reasonable attorney's fees to be awarded out of a common fund;
- (e) For pre- and post-judgment interest; and
- (f) For such other and further relief as the Court deems just and proper.



3. ON THE THIRD CAUSE OF ACTION (Receiving Improper Distributions):

- (a) For actual damages in an amount to be proved at trial, to be apportioned among Mr. Higgins and Mrs. Higgins according to the improper distributions received by each of them;
- (b) For costs of suit herein incurred, including reasonable attorney's fees to be awarded out of a common fund;
- (c) For pre- and post-judgment interest; and
- (d) For such other and further relief as the Court deems just and proper.

4. ON THE FOURTH CAUSE OF ACTION (Unjust Enrichment):

- (a) For restitution to 3GL and its members of any money and property according to proof;
- (b) For other equitable relief as appropriate;
- (c) For costs of suit herein incurred, including reasonable attorney's fees to be awarded out of a common fund;
- (d) For such other and further relief as the Court deems just and proper.

5. ON THE FIFTH CAUSE OF ACTION (Conversion):

- (a) For actual damages in an amount to be proved at trial;
- (b) For consequential damages in an amount to be proved at trial;
- (c) For exemplary and punitive damages in an amount appropriate to punish the Primary Defendants and set an example for others;
- (d) For costs of suit herein incurred, including reasonable attorney's fees to be awarded out of a common fund;
- (e) For pre- and post-judgment interest; and
- (f) For such other and further relief as the Court deems just and proper.

6. ON THE SIXTH CAUSE OF ACTION (Concealment):

- (a) For actual damages in an amount to be proved at trial;
- (b) For consequential damages in an amount to be proved at trial;
- (c) For costs of suit herein incurred, including reasonable attorney's fees to

be awarded out of a common fund;

(d) For pre- and post-judgment interest; and

(e) For such other and further relief as the Court deems just and proper.

7. ON THE SEVENTH CAUSE OF ACTION (Accounting and Restitution):

(a) For an accounting of 3GL's affairs within the limits of the applicable statutes of limitation and that the account be settled between 3GL, Mr.

Higgins Mrs. Higgins, EHI and 3GI;

(b) For judgment for restitution against Mr. Higgins, Mrs. Higgins, 3HI and 3GI for whatever sums may be found owing to 3GL and its members under the accounting;

(c) For costs of suit herein incurred;

(d) For pre- and post-judgment interest; and

(e) For such other and further relief as the Court deems just and proper.

8. ON THE EIGHTH CAUSE OF ACTION (Dissociation):

(a) For involuntary expulsion of Mr. Higgins and Mrs. Higgins as a manager and members of 3GL

(b) For actual damages in an amount to be proved at trial;

(c) For consequential damages in an amount to be proved at trial;

(d) For costs of suit herein incurred, including reasonable attorney's fees to be awarded out of a common fund;

(e) For pre- and post-judgment interest; and

(f) For such other and further relief as the Court deems just and proper.

9. ON THE NINTH CAUSE OF ACTION (Appointment of Receiver):

(a) That the Court decree a receiver be appointed to: (1) take possession of 3GL, all other assets, books and records of 3GL; (2) manage 3GL and conduct its business in a lawful and reasonable manner; (3) conduct a forensic accounting of the profits and losses of 3GL within the applicable statutes of limitation; and (4) pursue action to recover all improper

1 transfers of assets from 3GL to the Primary Defendants and third parties  
2 within the applicable statutes of limitation.

3 (b) For costs of suit herein incurred; and

4 (c) For such other and further relief as the Court deems just and proper.

5  
6 ANDERSON ZEIGLER  
A Professional Corporation

7  
8 Date: 6/15/22

By 

Michael Shklovsky  
Attorneys for Plaintiff



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**VERIFICATION**

I, David Pratt, am the plaintiff in this lawsuit. I have read the foregoing Complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

6/15/22

  
David Pratt

**NOTICE TO DEFENDANT:  
 AVISO AL DEMANDADO):**

Robert C. Higgins, an individual; Sharon E. Higgins, an individual; 3G Green Garden Group, Inc., a Canadian Corporation; Emerald Harvest, Inc., a Canadian Corporation and DOES 1-50, inclusive, and 3G Green Garden Group, LLC D.B.A. Emerald Harvest, a California Limited Liability Company

**YOU ARE BEING SUED BY PLAINTIFF:**

**LO ESTÁ DEMANDANDO EL DEMANDANTE):**

David Pratt, an individual, derivatively on behalf of 3G Green Garden Group, LLC D.B.A Emerald Harvest a California Limited Liability Company

**ELECTRONICALLY FILED  
 Superior Court of California  
 County of Sonoma  
 6/15/2022 2:49 PM**

**By: Cyndi Nguyen, Deputy Clerk**

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

El nombre y dirección de la corte es):

CASE NUMBER SCV-271011  
 (Número del Caso):

Sonoma County Superior Court  
 600 Administration Drive  
 Santa Rosa, CA 95403

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Michael Shklovsky (SBN 255893) Anderson Zeigler, A Professional Corporation  
 60 Old Courthouse Sq., 5th Fl. (707) 545-4910  
 Santa Rosa, CA 95404

Cyndi Nguyen

DATE: 6/15/2022 2:49 PM

Fecha)

Clerk, by  
 (Secretario)

, Deputy  
 (Adjunto)

For proof of service of this summons, use Proof of Service of Summons (form POS-010).

Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED: You are served**

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☐ on behalf of (specify):


- under:
- ☐ CCP 416.10 (corporation)
  - ☐ CCP 416.20 (defunct corporation)
  - ☐ CCP 416.40 (association or partnership)
  - ☐ other (specify):

- ☐ CCP 416.60 (minor)
- ☐ CCP 416.70 (conservatee)
- ☐ CCP 416.90 (authorized person)

- ☐ by personal delivery on (date):





<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA CIVIL DIVISION</b> 600 ADMINISTRATION DRIVE, ROOM 107-J SANTA ROSA, CALIFORNIA 95403-2878 (707) 521-6500 <a href="http://www.sonoma.courts.ca.gov">http://www.sonoma.courts.ca.gov</a>  Pratt vs Higgins	(FOR COURT USE ONLY)  <div style="text-align: center;"><b>FILED</b></div> <div style="text-align: center;">JUN 16 2022</div> SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA BY  DEPUTY CLERK
<b>NOTICE OF ASSIGNMENT TO ONE JUDGE FOR ALL PURPOSES, NOTICE OF CASE MANAGEMENT CONFERENCE, and ORDER TO SHOW CAUSE</b>	Case number: SCV-271011

**A COPY OF THIS NOTICE MUST BE SERVED WITH THE SUMMONS AND COMPLAINT  
AND WITH ANY CROSS-COMPLAINT**

**1. THIS ACTION IS ASSIGNED TO HON. BRADFORD DEMEO FOR ALL PURPOSES.**

Pursuant to California Rules of Court, Rule 2.111(7), the assigned judge's name must appear below the number of the case and the nature of the paper on the first page of each paper presented for filing.

**2. EACH DEFENDANT MUST FILE A WRITTEN RESPONSE TO THE COMPLAINT AS REQUIRED BY THE SUMMONS.**

A Case Management Conference has been set at the time and place indicated below:

Date: Thursday, 10/20/2022	Time: 3:00 PM	Courtroom 17
Location: 3035 Cleveland Avenue, Santa Rosa, CA 95403		

**3. No later than 15 calendar days before the date set for the case management conference or review, each party must file a case management statement [Judicial Council form #CM-110] and serve it on all other parties in the case. In lieu of each party's filing a separate case management statement, any two or more parties may file a joint statement.**

**4. At the conference, counsel for each party and each self-represented party must appear personally or by telephone [California Rules of Court, Rule 3.670(c)(2)]; must be familiar with the case; and must be prepared to discuss and commit to the party's position on the issues listed in California Rules of Court, Rule 3.727.**

**5. Pre-approved dispositions are recorded three (3) court days prior to the case management conference. These may be obtained by calling (707) 521-6606 or by going to <http://sonoma.courts.ca.gov/online-services/tentative-rulings>.**

**ORDER TO SHOW CAUSE**

To Plaintiff(s), Cross-complainants, and/or their attorneys of record:

If, on the date shown above, you are not in compliance with the requirements stated in the California Rules of Court, rules 2.30, 3.110, and/or 3.720 through 3.771 inclusive, you must then and there show cause why this court should not impose monetary and/or terminating sanctions in this matter.

Pursuant to California Rule of Court, rule 3.221(b), information and forms related to Alternative Dispute Resolution are available on the Court's website at <http://www.sonoma.courts.ca.gov/self-help/adr>.



**ELECTRONIC SERVICE OF DOCUMENTS****Enabled by Local Rule 18.16**

Voluntary e-service is available in Sonoma County. The Court has pre-approved a Stipulation for cases in which the attorneys or parties choose e-service. A copy of the Stipulation is available under the "Civil" section in the "Division" tab of the Court website: <http://www.sonoma.courts.ca.gov>. The advantages of e-service to the parties include:

<b>SAVE MONEY</b>	Reduction in costs related to photocopying, retrieving, storing, messenger and postage fees. No special software is needed to use e-service
<b>SAVE TIME</b>	Instant service of your documents on all parties
<b>SAVE SPACE</b>	With 24/7 internet access to all documents, you do not need to house paper copies
<b>GAIN CERTAINTY</b>	Immediate confirmation of service for your records. Documents are not delayed in the mail or blocked by email spam blockers and firewalls

To take advantage of e-service, select an e-service provider and file the signed Stipulation with the Court. Parties can then e-serve documents through the selected provider. Information about e-service providers is available at the website for the Sonoma County Bar Association: <http://www.sonomacountybar.org>. The Court does not endorse one provider over another.

**To learn more about available e-service providers and their fees, please visit their website**

***Note:*** *Hard-copy pleadings are required to be filed with the Court in accordance with applicable provisions of the Code of Civil Procedure, California Rules of Court and local rules. You do not need to provide a courtesy copy of a served document to the specific department in which the matter has been assigned.*

**DISCOVERY FACILITATOR PROGRAM**

Effective January 1, 2008, the Sonoma County Superior Court promulgated Sonoma County Local Rule 4.14 which established the Discovery Facilitator Program. Participation in the Discovery Facilitator Program shall be deemed to satisfy a party's obligation to meet and confer under Sonoma County Local Rule 5.5 and applicable provisions of the Code of Civil Procedure and California Rules of Court. This program has been providing assistance in resolving discovery disputes and reducing the backlog of matters on the law and motion calendars in our civil law departments. The Sonoma County Superior Court encourages all attorneys and parties to utilize the Discovery Facilitator Program in order to help resolve or reduce the issues in dispute whether or not a discovery motion is filed.

There is a link to Local Rule 4.14 and the list of discovery facilitator volunteers on the official website of the Sonoma County Superior Court at <http://www.sonoma.courts.ca.gov>. On the home page, under the "AVAILABLE PROGRAMS & HELP" section, click on »[Discovery Facilitator Program](#). You can then click on either "Local Rule 4.14" to obtain the language of the local rule, or "List of Facilitators" for a list of the volunteer discovery facilitators and accompanying contact and biographical information.

**Pursuant to Local Rule 5.1.C:**

The moving party shall, on the date of filing, hand-deliver to the Assigned Judge a courtesy copy, which need not be file-endorsed, of any motion filed. The responding party shall, on the date of filing, hand-deliver to the Assigned Judge a courtesy copy, which need not be file-endorsed, of all opposition papers. Finally, the moving party shall, on the date of filing, hand-deliver to the Assigned Judge a courtesy copy, which need not be file-endorsed, of all reply papers.

**Pursuant to Local Rule 5.1.C.1:**

If any matter scheduled on the law and motion calendar is resolved, dismissed, settled or becomes moot for any reason, the moving party shall immediately notify the judicial assistant for the Assigned Judge if the motion is to be dropped from the law and motion calendar. Said notification may be made by telephone, followed by a letter of confirmation.

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Michael Shklovsky, (255893), Rose M. Zoia, (134759), Christopher M. Mazzia (95513) ANDERSON ZEIGLER, A Professional Corporation 50 Old Courthouse Square, 5th Floor Santa Rosa, CA 95404 TELEPHONE NO.: 707-545-4910 FAX NO. (Optional): 707-544-0260 E-MAIL ADDRESS (Optional): mshklovsky@andersonzeigler.com; rzoia@andersonzeigler.c ATTORNEY FOR (Name): Plaintiff David Pratt	FOR COURT USE ONLY  <b>ELECTRONICALLY FILED</b> <b>Superior Court of California</b> <b>County of Sonoma</b> <b>6/24/2022 4:50 PM</b> <b>By: Alex Fleckenstein, Deputy Clerk</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA</b> STREET ADDRESS: 600 Administration Dr., Room 107J MAILING ADDRESS: same as above CITY AND ZIP CODE: Santa Rosa, CA 95403 BRANCH NAME: Civil Division	
PLAINTIFF/PETITIONER: David Pratt, an individual, derivatively on, et al. DEFENDANT/RESPONDENT: Robert C. Higgins, an individual; Sharon E., et al.	CASE NUMBER: SCV 271011
<b>PROOF OF SERVICE OF SUMMONS</b>	Ref. No. or File No.: CMC 10/20/2022 @3 PM, #17

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
  - a. ☒ summons
  - b. ☒ complaint
  - c. ☒ Alternative Dispute Resolution (ADR) package
  - d. ☒ Civil Case Cover Sheet (served in complex cases only)
  - e. ☐ cross-complaint
  - f. ☒ other (specify documents): Notice of Availability of Court-Provided Court Reporters
3. a. Party served (specify name of party as shown on documents served):  
 3G GREEN GARDEN GROUP, LLC, a California Limited Liability Company
  - b. ☒ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):  
 Augustine O. (Person-in-Charge/Hispanic male, 5'7", 120 lbs., glasses, dark hair, 22-27 yrs.)
4. Address where the party was served:  
 975 Corporate Center, Suite 140, Santa Rosa, CA 95407
5. I served the party (check proper box)
  - a. ☐ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): (2) at (time):
  - b. ☒ **by substituted service.** On (date): 06/23/2022 at (time): 4:18 PM I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):  
 Augustine O. (Person-in-Charge/Hispanic male, 5'7", 120 lbs., glasses, dark hair, 22-27 yrs.)
    - (1) ☒ **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
    - (2) ☐ **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
    - (3) ☐ **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
    - (4) ☒ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): 6/23/2022 from (city): Santa Rosa or ☐ a declaration of mailing is attached.
    - (5) ☐ I attach a **declaration of diligence** stating actions taken first to attempt personal service.

Page 1 of 2



PLAINTIFF/PETITIONER: David Pratt, an individual, derivatively on, et al.	CASE NUMBER:
DEFENDANT/RESPONDENT: Robert C. Higgins, an individual; Sharon E., et al.	SCV 271011

5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgment of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ **by other means** (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as occupant.
- d. ☒ On behalf of (specify): **3G GREEN GARDEN GROUP, LLC**  
under the following Code of Civil Procedure section:
- |   |   |
|---|---|
| <input type="checkbox"/> 416.10 (corporation)                     | <input type="checkbox"/> 415.95 (business organization, form unknown)             |
| <input type="checkbox"/> 416.20 (defunct corporation)             | <input type="checkbox"/> 416.60 (minor)   |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee)                             |
| <input type="checkbox"/> 416.40 (association or partnership)      | <input type="checkbox"/> 416.90 (authorized person)                               |
| <input type="checkbox"/> 416.50 (public entity)                   | <input type="checkbox"/> 415.46 (occupant)  |
|   | <input checked="" type="checkbox"/> other: a California Limited Liability Company |

7. **Person who served papers**

- a. Name: **K Doherty Buskirk-Fast Track Attorney & Legal Support Services**
- b. Address: **509 Orchard Street, Santa Rosa, CA 95404**
- c. Telephone number: **707-528-8663**
- d. The fee for service was: **\$ 75.00**
- e. I am:
- (1) ☐ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☒ a registered California process server:
- (i) ☒ owner ☐ employee ☐ independent contractor.
- (ii) Registration No.: **P-478**
- (iii) County: **Sonoma**

8. ☒ **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. ☐ **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: **06/23/2022**

**K. Doherty Buskirk**

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

  
(SIGNATURE)